

**A G R E E M E N T**

**By and Between**

**The Board of Trustees of  
Illinois State University**

**And**

**ISUEA / IEA-NEA  
Illinois State University Education Association/  
Illinois Education Association-  
National Education Association**

**July 1, 2017  
Through  
June 30, 2020**

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## **PREAMBLE**

It is the intent of the Board of Trustees and the Association to promote the quality and effectiveness of education at Illinois State University and to promote high standards of academic excellence in all phases of instruction. The Board and Association also recognize that an effective and harmonious working relationship will facilitate achievement of common objectives and will provide an environment conducive to the delivery of high quality education.

## **ARTICLE I RECOGNITION**

Illinois State University, pursuant to authority vested in it by the Board of Trustees, shall be considered the University. The University shall recognize the Illinois State University Education Association/IEA-NEA, as the exclusive bargaining representative for all persons in the bargaining unit set forth below. This unit is found to be appropriate for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment. As defined by the Illinois Education Labor Relations Board (IELRB) Case No. 2003-RC-0001-S, the bargaining unit

### **INCLUDES:**

- All full-time and part-time non-tenure track faculty employed by Illinois State University (ISU);
- All part-time non-tenure track faculty employed by ISU who are also employed by ISU in civil service or academic professional positions;
- All part-time non-tenure track faculty who also are employed by ISU as faculty associates in the University's Lab Schools (Metcalf School and University High School); and
- All full-time and part-time non-tenure track faculty employed by ISU in the School of Teaching and Learning to supervise student teachers.

### **EXCLUDES:**

- All non-tenure track librarians employed by ISU;
- All non-tenure track employees of ISU employed at the Mennonite College of Nursing;
- All full-time and part-time non-tenure track ISU faculty who are retirees and hold emeritus status;
- The position of Director of Media Relations;
- All ISU employees who hold the position of Department Head or Department Chair;
- All full-time and part-time non-tenure track faculty employed by ISU who meet the definition of "short-term" employee as that term is defined in Section 2(q) of the Illinois Educational Labor Relations Act, 115 ILCS 5/1et seq. (2000); and
- All other persons employed by ISU.

## **ARTICLE II DEFINITIONS**

**Academic Year:** Fall semester and the following spring semester.

**Association:** ISUEA/IEA-NEA Illinois State University Education Association / Illinois Education Association-National Education Association.

**Continuous Employment Date:** The date an individual began continuous employment in his/her current Primary Employee Type. For non-tenure track (NTT) faculty members, non-employment for a six month period constitutes a break in continuous employment.

**Day:** For purposes of this contract, work/working days are considered to be Monday through Friday, except for days when the University offices are closed.

**Department Chair:** As used in this agreement, Department Chair refers to the administrator charged with primary responsibility for managing the Department or unit of work. Therefore, the term may refer to a unit or school director, a supervisor, or someone else with designated decision-making authority within the work unit as well as the Department Chair.

**Employer:** Board of Trustees of Illinois State University.

**Full-Time NTT Faculty:** NTT faculty members with an assignment of 1.00 FTE.

**On-Campus NTT Faculty Member:** An NTT faculty member whose assignment is fulfilled in part on the ISU campus.

**Part-Time Casual NTT Faculty:** Part-time NTT faculty members with an assignment of 0.25 FTE or less. (Part-time casual NTT faculty members cannot achieve status.)

**Part-Time Regular NTT Faculty:** Part-time NTT faculty members with an assignment of 0.26 FTE to 0.99 FTE, inclusive.

**Probationary Faculty:** Faculty members who have not fulfilled the requirement of probation as stated in Article XII.

**Semester:** As used in this agreement the term semester shall refer to the spring or fall academic term. It does not include the summer academic session.

**Status Faculty:** Faculty members who have fulfilled the requirement of probation as stated in Article XII.

## **ARTICLE III LABOR/MANAGEMENT COMMITTEE**

The Association and the University mutually agree that a Labor/Management Committee consisting of Association and University representatives [up to three (3) bargaining unit employees and up to three (3) Administrative representatives] be established. Regularly scheduled meetings will be held during odd number months except those months that contract negotiations are being conducted. Additional meetings may be held at other times if needed and requested by either party. Each party shall designate their respective team members, but are encouraged to maintain continuity of membership.

Meetings will be arranged to avoid employees missing assigned duties; however, if attendance by individual employees requires absences from an assigned duty, attendance shall be without loss of pay. Employees must give reasonable notice of the intended absence to the Department Chair or designee and he or she will grant such time consistent with the operating needs of the University.

### **Purpose and Function**

The purpose of this committee is to provide a means for continuing communication between the parties and to promote a climate of constructive employee-employer understandings in an effort to promote positive relations between the participants. Decisions by the committee shall be made by consensus and not by voting. If mutual decisions cannot be found, the issue may revert to more traditional approaches, e.g. grievance, bargaining, etc.

### **Committee Responsibility**

1. Setting meeting dates, time, and locations.
2. When possible, the parties will provide advanced notice of information that might be needed to enhance discussion of issues that are to be addressed at a meeting.
3. Development of area subcommittees as needed.
4. Maintaining minutes as needed to summarize issues as well as identify any actions agreed upon and who will assume responsibility for the needed action.

### **Ground Rules for the Labor-Management Committee**

1. No discussion of active grievances will be allowed. However, general concerns that might result in or prevent a future grievance may be appropriate topics of discussion.
2. No bargaining of issues covered by specific contract language (Contract language will not be modified as a result of these discussions.)
3. Labor management discussions or committee minutes cannot be used in any hearing involving a dispute between the parties including the grievance process
4. Outcomes of the labor management committee will be credited to the committee and not to either of the individual parties.
5. An individual with a specific issue will not be allowed to attend a labor-management meeting at which the specific issue is to be discussed unless there is mutual agreement by both parties to allow such attendance.

The Labor/Management Committee does not have the authority to alter or ignore the terms of this Agreement and shall not constitute or be used for the purposes of negotiation.

## **ARTICLE IV NO STRIKE-NO LOCKOUT**

### **Section 4.01: No Strikes**

While this Agreement is in effect, the Association, its officers and members agree that it and they will not engage in, or in any way, encourage or sanction any strike, sympathy strike, sit-down, boycott, picketing, or any action in support of any collective bargaining issue which will interrupt or interfere with any operations of the University. However, the Association shall have the right to picket three (3) months before the current collective bargaining agreement expires and until a tentative agreement is reached by the parties. If ratification is rejected by either party, the picketing restriction shall be lifted until another tentative agreement is reached. Any unit member who violates the provisions of this section may be discharged by the University. The Association and its officers agree to make a good faith effort to prevent the Association and its members from violating this provision of the Agreement.

### **Section 4.02: No Lockouts**

The University agrees that it shall not lock out any unit members during the term of the Agreement.

## **ARTICLE V DUES DEDUCTION/FAIR SHARE**

### **Section 5.01: Payroll Deduction**

The University agrees to deduct Association dues from the earnings of those who are Association members covered by this Agreement. The Association shall certify the current amount of Association deductions. The Association shall advise the University of any changes in such deductions, in writing, at least thirty (30) calendar days prior to its effective date.

Such dues shall be paid to the Association by the University no later than ten (10) days following the deduction. The deductions will be made in the October, November, and December paychecks for fall semesters and February, March, and April paychecks for spring semesters.

### **Section 5.02: Fair Share**

Pursuant to the Illinois Educational Labor Relations Act (115 ILCS 5/11), the parties agree that non-Association members employed in positions of 0.50 FTE or greater who are in the bargaining unit and who choose not to become members within sixty (60) calendar days from the beginning date of the employment contract, shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of members. Such Fair Share Fee shall be deducted from the NTT faculty member's earnings pursuant to usual and customary payroll deduction procedures. Such involuntary deductions, along with the deductions noted in Section 5.01 of this Article, shall be remitted to the ISUEA/IEA-NEA with a listing of the NTT faculty member and the individual NTT faculty member deduction(s).

An employee whose FTE drops below 0.50 in any given semester will not have an involuntary deduction for fair share withdrawn for the remainder of the semester.

### **Section 5.03: Acknowledgement of IELRA**

The University and the Association are both cognizant of the provision of the Illinois Educational Labor Relations Act and the Rules promulgated by the IELRB which deal with the Fair Share Fees. The University and the Association agree to comply with and abide by all provisions of the Act and Fair Share Rule. Both parties jointly acknowledge and respect the provisions of the "Wage and Salary Withholding Act", as amended, in regard to dues authorization and revocation cards.

### **Section 5.04: Indemnification**

The Association shall indemnify and hold harmless the University, its officers, agents and NTT faculty members from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of action taken by the University for the purposes of complying with the above provisions of this clause or in reliance on any list, notice, certification, affidavit or assignment furnished.

In the event of any legal action against the University brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- (a) The University gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
- (b) The University gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the University from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the University's non-negligent compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the University or the University's negligent execution of the obligations imposed upon it by this Article.

### **Section 5.05: Fair Share Collections**

Nothing contained herein shall require the University to take any action to collect any Fair Share Fee from any NTT faculty member in any given pay period except to the extent that such NTT faculty member earns wages from the University in that period.

### **Section 5.06: Religious and Ethical Exclusions**

The obligation to pay a fair share fee will not apply to any NTT faculty member who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such NTT faculty member is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association.



Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the NTT faculty member to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

## **ARTICLE VI GRIEVANCE PROCEDURE**

### **Section 6.01: Definition**

A grievance is a dispute or difference between the parties with respect to the application, administration, interpretations, or meaning of the expressed provisions of this Agreement. All grievances shall be filed in accordance with the provisions herein. The grievant may be an NTT faculty member, group of NTT faculty members, or the Association.

### **Section 6.02: Association Grievances**

A grievance filed by the Association shall be initiated in writing at the 1<sup>st</sup> Formal Step of this procedure within ten (10) workdays after the Association knows or should have known of the conditions causing the grievance to be filed.

### **Section 6.03: Time Limits**

Failure of the grievant or the Association to comply with the time limits of this Article shall render the grievance null and void and bar subsequent filing of the grievance. Failure of the University to respond to the grievant or Association within the time limits of this Article shall move the grievance to the next step. Time limits may only be extended by mutual agreement of the parties. (An extension shall not exceed fifteen (15) workdays, except for extenuating circumstances.) Any agreement to extend grievance timelines will be committed to writing and signed by both parties. For purposes of the grievance procedure, workdays are considered to be Monday through Friday, except for days when the University offices are closed.

### **Section 6.04: Procedure**

**Informal Step:** Within ten (10) workdays after the occurrence, or within ten (10) workdays after the grievant knows or should have known of the conditions giving rise to the grievance, the grievant and/or the Association shall schedule a meeting to discuss and attempt to resolve the grievance with the department head or designee. The meeting must be held within fifteen (15) workdays following the request for the meeting, unless there are extenuating circumstances preventing the meeting being held within the 15 day time limit. The department head or designee shall provide a verbal response within ten (10) workdays after the meeting.

**1<sup>st</sup> Formal Step:** If the grievance is not settled at the informal step and the grievant or Association wishes to appeal the grievance through the formal grievance procedure, the grievance shall be reduced to writing and signed by the grievant or an Association representative. The written grievance shall contain a complete and specific statement of the facts of the alleged grievance, the provision or provisions of this Agreement at issue, and the relief requested. The written grievance shall be submitted to the department head or designee within ten (10) workdays of the informal meeting response. The department head or designee shall respond within ten (10) workdays of the written grievance and set

a meeting at a day and time convenient to all parties. (The grievance meeting shall be scheduled within twenty-five (25) workdays of the filing of the formal grievance.) The department head or designee shall issue a written response to the grievance within ten (10) workdays following the meeting.

**2<sup>nd</sup> Formal Step:** If the grievance is not settled at the 1<sup>st</sup> Formal Step and the grievant or Association wishes to appeal the grievance to the 2<sup>nd</sup> Formal Step, the grievance along with the 1<sup>st</sup> Formal step response shall be submitted to the Director, Labor Relations or designee within ten (10) workdays after the 1<sup>st</sup> Formal step response. The Director, Labor Relations or designee shall respond within ten (10) workdays to the written grievance and set a meeting at a date and time convenient to all parties. (The grievance meeting shall be scheduled within twenty-five (25) workdays of the filing of the grievance at the 2<sup>nd</sup> Formal Step.) The Director, Labor Relations or designee shall issue a written response to the grievance within ten (10) work days following the meeting.

### **3<sup>rd</sup> Formal Step: Arbitration**

If the grievance is not settled at the 2<sup>nd</sup> Formal Step, the Association may file for arbitration with the Federal Mediation and Conciliation Service within fifteen (15) workdays after receipt of the 2<sup>nd</sup> Formal Step response.

Within six (6) months after receipt of the 2<sup>nd</sup> Formal Step response, the parties shall:

- Jointly obtain a list of nine (9) arbitrators from the Federal Mediation and Conciliation Service.
- Meet in person or by telephone and alternately strike names until a single name remains.

Either party shall have the right to reject the complete arbitrator list one (1) time. The cost of services of the arbitrator and all other costs incurred by the arbitration shall be borne equally by both parties except that neither side shall be responsible for the expense of the other's witnesses and/or representatives.

### **Section 6.05: Limitations of the Arbitrator**

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the particular issues necessary to resolve the grievance without recommendation or comment on any other matter. The arbitrator shall not have authority to act upon any concern, issue, or condition not identified in writing at the 1<sup>st</sup> Formal Step of this process. The arbitrator shall be without power to make a decision or render an award contrary to or inconsistent with or vying in any way with the application of laws, rules and/or regulations having the force and effect of law. The arbitrator shall submit in writing the decision and award within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision and award shall be based solely upon the arbitrator's interpretation of the meaning or application of the facts of the Agreement to the grievance presented.

### **Section 6.06: Investigation**

It is understood that the University and the Association will abide by all applicable laws when conducting investigations.

**Section 6.07: No Reprisals**

No reprisals of any kind shall be taken by the University against an NTT faculty member because of the NTT faculty member's participation in this grievance procedure. Conversely, no reprisals of any kind shall be taken by the Association and/or grievant against the University for the University's participation in the grievance procedure.

**Section 6.08: Association Representation**

The University acknowledges the right of the Association's grievance representative to participate, at the request of the grievant, in the processing of a grievance at any level. No NTT faculty member shall be required to discuss a grievance without Association representation present.

When a grievant is not represented by the Association, the Association may request and will be granted an opportunity to present its views about the grievance. However, the Association may not present information not addressed by the 1<sup>st</sup> Formal Step at the 2<sup>nd</sup> Formal Step or 3<sup>rd</sup> Formal Step.

**Section 6.09: Choice of Forums**

If a grievance is filed under the procedures of this article and the grievant presents a concern in another venue over the same set of facts, the University will not be required to process or continue processing the grievance.

**Section 6.10: Miscellaneous**

1. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
2. A grievance may be withdrawn at any level without establishing precedent.
3. The filing of a grievance at each level shall be done on the Grievance Form (Appendix A) and shall be specific to the nature of the complaint. The grievant shall describe the incident giving rise to the alleged violation of this Agreement including the time, date and place of the event or act. The grievant shall also identify the exact provisions of the Agreement alleged to have been violated.
4. If the parties agree that the same set of facts is involved in more than one grievance, the grievances shall be combined in a class grievance.
5. If the grievance as filed does not affect the grievant's immediate supervisor or someone under the immediate supervisor's supervision, the immediate supervisor and the grievant may mutually agree to waive the first two steps of this process.
6. If a question of arbitrability accompanies a grievance, the same arbitrator will not decide the arbitrability issue that decides the merits of the grievance.

**ARTICLE VII  
PROFESSIONAL RESPONSIBILITIES AND ASSIGNMENT OF DUTIES**

**Section 7.01: Assignment of Duties**

The composition of professional duties and responsibilities of individual faculty cannot be established by a fixed amount of time or formula. As a result, relevant and appropriate duties and responsibilities will be determined by the department Chair/Director or

designee after consultation with others in the department and the individual NTT faculty member.

Departmental (or other appropriate unit) assignments shall be consistent with department workload standards for faculty and with student needs.

1. Department Chairs, supervisors, or designees will provide letters stating tentative load assignments (including course assignments, if known) to NTT faculty members in writing as early as feasible. While not a requirement, the goal will be to notify NTT faculty members by May 15 for the fall semester and by December 1 for the spring semester.
2. The duties of an NTT faculty member will be communicated in writing by the department Chair or designee.
3. Individual employment contracts will be issued at the earliest feasible opportunity.
4. In the assignment of workload, consideration of duties for NTT faculty members will include classroom teaching, laboratory instruction/support, field supervision, other duties, or some combination of these.
5. Any change in assigned duties will be discussed with the NTT faculty member and provided in writing by the department Chair, supervisor, or designee to the NTT faculty member prior to the implementation of such changes.
6. NTT faculty members are expected to be available to meet with students beyond classroom (or assigned duty) responsibilities. Requirements for office hours for full-time, on campus NTT faculty members shall be consistent with the general requirements for office hours set by the department for faculty. Office hour requirements for NTT faculty members teaching less than full-time will be prorated to be a percentage of time equal to the percentage of time contracted, e.g., a half time NTT faculty member would be required to have half the office hours of a full-time NTT faculty member.
7. NTT faculty members are encouraged to attend departmental and organizational meetings that are relevant to their duties as determined by the Department Chair.
8. In the event a faculty member cannot attend a scheduled duty, he or she must notify the department Chair seven workdays prior to the absence. In the event of an emergency, notification should be done as soon as possible. Failure to provide proper notification of an absence may result in loss of compensation for that assignment. Repeated violation of this expectation will be grounds for dismissal.
9. Ordinarily, the duties of NTT faculty members shall not include a service or scholarship requirement; however, nothing in this contract shall be construed to deny an NTT faculty member from accepting service or scholarship responsibilities if the NTT faculty member and Chair believe it to be in the best interest of the department. If release time is granted for either service or scholarship, the Chair and the NTT faculty member shall consult to determine the value of the University service to establish appropriate compensation for the assigned work.
10. In filling new or vacant NTT positions, qualified NTT faculty members already employed less than full-time at ISU in the same or other departments will be given consideration before applicants not employed by ISU are hired, provided the part-time NTT faculty member has indicated their interest to the department Chair in a timely manner. The determination of "qualified" in this article is the responsibility of the department Chair or designee and is not subject to the grievance procedure.
11. NTT faculty members will be given full consideration for any tenure track position for which he/she is qualified and has applied.

12. Full-time, status NTT faculty members who are intending to retire and have submitted a letter of resignation shall be given weighted consideration for overloads and/or summer assignments ahead of other NTT faculty members, provided that they meet qualification and competency standards for the assignment and subject to applicable state laws.

If additional summer assignments or overloads are still available after those NTT faculty members who meet the intent to retire conditions above, individuals with status will be given weighted consideration for those remaining positions for which they are qualified.

13. Seniority is not a determination of which specific courses or assignments are given to an NTT faculty member.
14. Contingent upon departmental needs, the Chair/Director shall give qualified and competent status NTT faculty members weighted consideration for:
  - a. 9 month appointments
  - b. 1.0 FTE assignments

Status NTT faculty members will notify the Chair/Director in writing no later than April 1 for the fall semester and November 1 for the spring semester as to their desired FTE assignment.

For purposes of this article, overload refers to an assignment in which the employee's assigned time is greater than 1.00 FTE.

For purposes of implementing this article, each department Chair, supervisor, or designee will have responsibility for determining the qualification and competency of non-tenure track faculty to teach available courses. In determining qualifications and competency, the Chair will consult with other knowledgeable personnel and shall consider, but not be limited to, the following in making his/her determination:

- Appropriate academic/professional preparation
- Currency of credentials/knowledge
- Experience teaching the course or courses with similar content
- Teaching the course with favorable department evaluations
- Continuing professional development
- Current curriculum vitae
- Appropriate practical experience

It is the sole responsibility of the NTT faculty member to make certain the Chair has up-to-date credential information at all times.

### **Section 7.02: Workloads**

NTT faculty members are required to fulfill assignments for which they are contracted in accordance with the requirements of the department and the college. This includes being present at all regularly scheduled classes; performing assigned duties; preparing for and delivering assigned instruction; participating in the department, college, and University assessment programs; evaluating; grading; and/or consulting with students. The department Chair or designee is responsible for informing NTT faculty members of such requirements.

1. Twelve (12) credit hours per semester is a full-time teaching load. However, when determining FTE, the department Chair or designee shall consider credit hours, contact hours, assigned tasks, or some combination of these. Consideration shall also be given to the nature and concentration of instruction required in the assignment.
  - a. The FTE for faculty who are less than full-time will be prorated based on a full-time teaching load.
  - b. For faculty with nine (9) month contracts a full-time teaching load is 24 credit hours in an academic year.
  - c. Faculty whose teaching load exceeds 1.00 FTE shall receive overload pay. At a minimum, overload pay will be prorated based on the NTT faculty member's current salary if the overload is within their current department. Overload pay offered outside of the current department shall be not less than the negotiated minimums. The parties agree that overload work that is grant funded may be paid at different rates than those identified in this agreement.
  - d. A guideline often used to determine credit hours for assignments designated as "labs" is two-thirds of a normally scheduled class (e.g., a 3 hour lab is counted as 2 credit hours).
  - e. Studio classes, rehearsals, and other non-traditional assignments are not considered labs for the purposes of this contract language and will follow the standards in the various departments.
  - f. Classes that require the NTT faculty member to be in the classroom 4 or 5 days per week for 50 minutes shall be treated as 4 credit/semester hours for teaching load purposes.
2. Supervision of practicum students, student teachers, interns, and any other students engaged in field experiences shall be consistent with departmental standards, Council for Teacher Education guidelines, or appropriate accrediting agency standards. Part-time NTT faculty members will be assigned a prorated FTE based on the number of students following the above standards and guidelines (e.g., if the standard for supervising student teachers is 16 student teachers for 1.00 FTE. Under that standard, supervising 8 student teachers is considered 0.50 FTE).
3. Large classes as defined by departmental standards will double credit for defining teaching load (e.g., a three (3) credit hour class may count as a six (6) hour assignment). The determination of class size, including the definition of class size required to be considered a "double" teaching credit course, may take into consideration expectations for writing requirements. This is a management right and not subject to the grievance procedure of this agreement; however, if the standard is not uniformly applied to all faculty members (both NTT and TT) teaching for the department, that circumstance is grievable.
4. An interdisciplinary (IDS) course that fulfills the same graduation requirement and is delivered in similar formats, with similar writing requirements, through multiple departments, shall normally contain similar class sizes. The determination of class size is a management right and not subject to the grievance procedure of this agreement; however, if the guidelines for determining class sizes are not uniformly applied to all faculty members (both NTT and TT) teaching for the department, that circumstance is grievable.

5. In the event of a need to fill a vacancy that occurs during a term, NTT faculty members who voluntarily agree to perform the duties of another faculty member for part of that term shall receive a prorated stipend for the period of assignment. The stipend will be based on the current salary of the volunteering NTT faculty member. This does not prevent the University from paying a higher stipend than the prorated current salary of the volunteering NTT faculty member.
6. Supervising student teachers at excessive distances as defined by departmental standards will receive additional credit for defining load (e.g., supervising 14 student teachers with excessive travel time may count as supervising 16 student teachers). The determination of excessive distance is a management right and not subject to the grievance procedure of this agreement; however, if the standard is not uniformly applied to all faculty members (both NTT and TT) teaching for the department, that circumstance is grievable.

### **Section 7.03: INTO Illinois State Center**

Appointments for academic semesters normally begin on August 16 for fall and January 1 for spring. NTT faculty members may be required to participate in activities relevant to their duties after the start of their appointment period, but prior to the first day of classes. Likewise, NTT faculty members may be required to participate in activities relevant to their duties prior to the end of their appointment period, but after the last day of classes and finals. On those occasions when the NTT faculty member is required to work outside of their appointment period, they shall receive additional compensation.

### **Section 7.04: Graduate and Undergraduate Assistants**

To assist with instructional issues, graduate and undergraduate assistants may be assigned to NTT faculty member in accordance with departmental standards.

## **ARTICLE VIII PERSONNEL RECORD**

For purposes of this article, the personnel record shall be defined as the one (1) official personnel record kept for employment information that may include personnel recommendations or personnel actions regarding a faculty member. The official personnel record shall be maintained in Human Resources. It is the intent of the University to maintain accurate and relevant personnel records. There may be copies of material contained in the official personnel record that are also contained in other working files for functional convenience; however, only the official personnel record may be used as the basis of personnel action. Material shall be dated when placed in the official personnel record.

### **Section 8.01: Written Evaluations**

All written evaluations contained in the official personnel record shall be signed by the evaluator. Documentation supporting the evaluations such as student ratings need not be signed by the evaluator.

### **Section 8.02: NTT Faculty Member Access**

An NTT faculty member may have access to their personnel records in accordance with current University policy which is in compliance with the Personnel Records Review Act,

820 ILCS 40/. An NTT faculty member can make a written request to Human Resources for all or any part of his or her personnel record except as excluded by the Act.

**Section 8.03: NTT Faculty Member Right to Respond**

An NTT faculty member may attach a concise statement in response to any item in the personnel record. Upon request and payment of the cost of photocopying, an NTT faculty member may obtain copies of any non-confidential materials in the personnel record. The Evaluation Article (XVI) of this contract requires any response to an evaluation must occur within ten (10) workdays following the time the evaluation is made available to the NTT faculty member.

**ARTICLE IX  
HEALTH & SAFETY**

1. The University recognizes its responsibility to make reasonable provisions for the health and safety of the NTT faculty members, to assure and enforce compliance with Federal and State laws, and to maintain sound operating practices that will result in safe working conditions.
2. The Association recognizes the responsibility of its members to obey reasonable safety rules and follow safe work practices to insure NTT faculty member safety.
3. If an NTT faculty member has justifiable reasons to believe that his/her safety or health are in danger due to an alleged unsafe working condition or alleged unsafe equipment, the NTT faculty member shall inform their supervisor, who shall have the responsibility to determine what action, if any, should be taken, including whether or not work should continue.
  - a. If necessary, the matter shall be referred by the supervisor to the University Environmental Health and Safety Office. If the matter is not resolved, it may be taken by the Association to the Director, Labor Relations or designee. Non-emergency health and safety concerns may be referred to the appropriate labor/management committees as set forth in ARTICLE III.
  - b. In the event an NTT faculty member believes the situation requires police intervention or notification, the faculty member may contact police and apprise them of the situation. The faculty member will notify the department Chair or designee as soon as feasible. Any administrator who has knowledge of the circumstances surrounding the situation will cooperate with the police investigation.

After the police investigate, if the NTT faculty member believes that there is still a safety issue, the NTT faculty member has the right to take the situation to the Director, Labor Relations or designee.

**ARTICLE X  
GENERAL PROVISIONS**

**Section 10.01: Non-Discrimination**

The University and the Association agree that they will not practice discrimination against any NTT faculty member covered by this Agreement in a manner which would violate any applicable laws because of race, religion, color, national origin, sex, sexual orientation,



order of protection, gender identity and expression, ancestry, marital status, age, disability, genetic information, unfavorable military discharge, or status as a veteran. Complaints involving discrimination or sexual harassment shall be reported to the Office of Equal Opportunity and Access or the appropriate office as designated by the University.

The University and the Association agree that there shall be no discrimination against or coercion of any NTT faculty members regarding Association membership and that Association membership is entirely a matter of the NTT faculty member's free choice and determination. Further, the University agrees that there shall be no discrimination by any representatives of the University, including supervisors of NTT faculty members, against any Association member, site representative, or officer of the Association, including those who are participating in negotiations, adjustment of grievances, or the performance of committee work as provided in this Agreement.

### **Section 10.02: Bulletin Boards, Campus Mail, and Meeting Rooms**

The Association shall be permitted to post notices of meetings and other pertinent information of a non-controversial nature on bulletin boards provided by the University, with a portion of the bulletin boards designated for use by the Association.

The Association shall be allowed to use campus mail in accordance with University regulations.

The Association shall have access to the campus facilities subject to such reasonable limitations necessary for orderly operation as established by the University.

### **Section 10.03: Association Activities**

If participation in an Association Activity requires absence from work, each respective Association official, officer, site representative or member must notify and make mutually agreeable arrangements with proper University representatives to attend meetings between the University and the Association without penalty. If such arrangements are agreed upon between the Director, Labor Relations or designee and the Association, the Association representative may miss the agreed upon work without penalty; however, it is the responsibility of each association member to notify and make arrangements with his or her department Chair regarding the impending absence.

The University will approve a leave of absence with pay (provided their absences do not interfere with efficient operation) for four (4) designated delegates to attend other Association sponsored meetings, but leave is not to exceed five (5) days per individual faculty member for a combined total of twenty (20) workdays in a twelve (12) month period. Additional NTT faculty members may be granted leave without pay to attend the above mentioned meetings, provided their absences do not interfere with efficient operation.

### **Section 10.04: Visits by Association Representatives**

The University agrees that Association Representatives who are not NTT faculty members of the University shall have full and free access during working hours to visit or inspect a work area, investigate grievances, and/or meet with University representatives, provided their presence does not interfere with efficient operations of the University. On

such occasions the Director, Labor Relations or designee shall, as a courtesy, be notified of the presence of an Association Representative who is not a campus NTT faculty member either upon his/her arrival at the campus or by telephone in advance of arrival. The name of the Association Representative and any Association officer conducting official business shall be provided to the Director, Labor Relations or designee.

**Section 10.05: Departmental Orientation for New NTT Faculty Members**

The Department will provide new NTT faculty members with information about departmental operations, procedures, and expectations within the new NTT faculty member's first thirty (30) days of employment. This information will be in addition to the general University orientation provided by Human Resources. It is important that new employees are informed as soon as feasible if their position is a fair share position, and that they may be charged union dues.

**Section 10.06: Personnel Report**

The Association President will notify the Director, Labor Relations in writing of the Association's officers and identify the designee(s) who are authorized to request the Personnel Report no later than August 1<sup>st</sup> of each year. At the written request of the Association President or designee, the University will provide the Association with information regarding bargaining unit NTT faculty members once each semester within 30 days of the beginning of the semester. The University will endeavor to provide this information within the (10) days after receipt of the written request.

The report will include: names, job-class date, title, employing department, FTE, monthly salary rate, contract months, beginning appointment date, ending appointment date, original employment date, continuous employment date, department address, home address, home phone, and email. NTT faculty member requested restrictions on personal information will be honored.

A copy of any reports generated by the University that pertain to NTT issues will be made available to the Association at no cost. (If the Association desires multiple copies of a report, the University may charge copying costs to the Association.) If the University is willing to provide a requested report that is not routinely generated, the Association will bear costs associated with its preparation and production. Reports may be electronic or printed.

**ARTICLE XI  
MANAGEMENT RIGHTS**

Illinois State University and its Board of Trustees retain all their rights, responsibilities, powers, duties, and authority inherent in the management of the University as conferred upon them by the laws and constitutions of the State of Illinois and the United States except as specifically modified by this Agreement during its term. All rights and responsibilities of Illinois State University, its Board of Trustees and officers shall be retained and exercised in their sole discretion including by way of example and not in any way limited to:

- A. The right to plan, establish, terminate, modify, and implement all aspects of educational policies and practices, including curricula; admissions and graduation

requirements and standards; scheduling; academic calendar; student discipline; and the establishment, expansions, subcontracting, reduction, modification, alteration, combination, or transfer of any job, department, program, course, institute, or other academic or nonacademic activity and the staffing of the activity, except as may be modified by this Agreement.

- B. The right to manage the University and direct the University's property, including fiscal and budgetary policy and their implementation, and to determine the means, methods, and personnel by which the University's operations are conducted and the location and relocation of offices, facilities, equipment, and the number and type of equipment, material, products, and supplies to be used or operated and the sale, lease, contraction, or subcontracting of any of the facilities, equipment, or activities and to act to maintain or improve the efficiency of the University's operation, except as may be modified by this Agreement.
- C. The right to hire, direct, transfer, assign, terminate, layoff, discipline, appoint, reappoint, and evaluate its NTT faculty members and to establish, modify and discontinue rules and regulations of procedure, conduct, policies, standards, and practices relating to the performance of work, including workload, scheduling or work and its location and criteria and qualifications for appointment, retention, and promotion of NTT faculty members, except as may be modified by this Agreement.

This enumeration of management's rights is not all inclusive but rather illustrative of the type of matters or rights which belong to and are inherent to management and shall not be deemed to exclude management rights not specifically listed.

## **ARTICLE XII PROBATIONARY/STATUS**

### **Section 12.01: Probation Period**

For full-time and regular part-time NTT faculty members, the length of probation is eight (8) consecutive semesters. With successful completion of probation, NTT faculty members will achieve status.

For full-time and regular part-time NTT faculty members who have breaks of employment no greater than one semester, the length of probation is eight (8) semesters of employment within an eight (8) year period.

Employees who achieve status will have all of the privileges of a status employee effective at the beginning of the next semester, including the increase as described in Section 18.02.

Casual NTT faculty members cannot achieve status.

Human Resources shall notify the NTT faculty member whether he/she is changed or not changed from probationary to status prior to the beginning of the semester following completion of the probation period. A list of names, department and email addresses of those NTT faculty members who have attained status will be provided to the Association President.

**Section 12.02: Extension of Probation Period**

Failure to successfully complete the probationary period will result in ineligibility for future employment as an NTT faculty member; however, under extenuating circumstances, the Director, Labor Relations or designee may grant the department Chair or designee permission to extend the probation period up to one (1) additional year. If the probation period is extended, the NTT faculty member will be given written documentation regarding the reasons status was denied and written expectations to achieve status.

If the probationary period is not completed because of breaks in service, the provision requiring ineligibility for future employment may be waived by the department Chair.

**ARTICLE XIII  
DISCIPLINE AND DISCHARGE**

**Section 13.01: Discipline Process**

It is the intent of the University to treat NTT faculty members with respect. This includes not disciplining NTT faculty members in the presence of others and not using the media to address disciplinary issues. Both parties acknowledge the dynamic nature of disciplinary issues and recognize that unanticipated circumstances may require an exceptional response.

The University subscribes to the general principles of progressive discipline and shall only discipline NTT faculty members for cause. Discipline shall be limited to the following:

1. Oral warning
2. Written reprimand
3. Suspension (with or without pay)
4. Discharge

Any NTT faculty member covered by this Agreement shall have the right to Association representation at any investigatory meeting which may result in the application of discipline. The Association's Representative and the NTT faculty member shall normally be given twenty-four (24) hours' notice prior to the commencement of any such meeting; however, an oral warning may be issued anytime following the incident that provoked the need for the warning.

Disciplinary meetings for misconduct which the University decides require immediate action may be held as soon as possible.

**Section 13.02: Discipline Notification**

Disciplinary action shall be issued in a timely fashion. Whenever an NTT faculty member is given written record of a disciplinary sanction, notice of such action shall be given to the Association.

**Section 13.03: Probationary NTT Faculty Member Discipline/Dismissal**

The University retains the sole right to discipline and dismiss probationary NTT faculty members. The administration of discipline, including dismissal, is not subject to grievance

or arbitration under this Agreement. An Association representative may be present during any disciplinary meetings held between the probationary NTT faculty member and the University.

**Section 13.04: Status NTT Faculty Member Suspension/Discharge**

Grievances involving suspension or discharge of status NTT faculty members shall be initiated at the 2<sup>nd</sup> Formal Step of the grievance procedure.

**Section 13.05: Applicability**

While the parties agree with the concept of progressive discipline, they also recognize the provisions of this article are not intended to serve as rigid steps that must be followed regardless of the severity of the incident(s) giving cause to the disciplinary action. As a result, the parties understand and agree that the above described procedures and sanctions may be modified depending upon the severity of the issue giving cause to the disciplinary action.

**ARTICLE XIV  
REDUCTION IN FORCE**

Illinois State University and its Board of Trustees have the responsibility and authority to determine the academic program of the University and to determine personnel needed to implement and maintain the University's programs. If in the process of carrying out that responsibility, the University determines a reduction in force is required, the procedures of this article will govern the determination of order for reduction of non-tenure track faculty. Consideration in making such a determination shall include but not be limited to student enrollment data, available funds, and curriculum or program fluctuations or modifications.

**Section 14.01: Definition**

Reduction in force for purposes of this article is defined as a situation in which an individual's assignment results in a reduction of FTE. This provision does not apply to individuals whose assignment changes, but whose FTE is not reduced. For example, an NTT faculty member who has the same academic load as the previous semester, but different course assignments is not considered to have endured a reduction.

**Section 14.02: Non-Tenure Track Assignment Process**

Understanding the manner in which NTT faculty assignments are made is helpful in addressing staff reduction issues. To determine NTT faculty assignments, each Department Chair or designee will establish the course offerings needed to carry out the educational mission of the department. Staff assignments for NTT faculty members will be determined by each Chair by considering the qualifications and competencies specifically needed for departmental assignments of all non-tenure track faculty who have status. Assignments will then be made based first on qualifications and then on seniority order among full-time, status faculty (with the most senior being given the first assignment for which he/she is qualified). If there is a need for additional non-tenure track faculty after assigning all qualified and competent status faculty, the Chair will then consider other qualified and competent part-time faculty members who have status. Any current NTT

faculty member with status for whom there is not an assignment after this procedure has been followed will be reduced subject to the following provisions.

**Section 14.03: Responsibility for Competency and Qualification Determination**

Each department Chair or designee will have responsibility for determining the qualification and competency of non-tenure track faculty to teach available courses. In determining qualifications and competency, the Chair will consult with other knowledgeable personnel and shall include, but not be limited to, the following in making his/her determination:

- Appropriate academic/professional preparation
- Currency of credentials/knowledge
- Teaching the course with favorable department evaluations
- Experience teaching the course or courses with similar content
- Continuing professional development
- Current curriculum vitae
- Appropriate practical experience

It is the sole responsibility of the NTT faculty member to make certain the Chair has up-to-date credential information at all times.

**Section 14.04: Reduction in Force**

In the event there are fewer available assignments than there are NTT faculty members, remaining NTT faculty members will be reduced based on the following criteria.

The first criterion applied will be a determination of the NTT faculty member's qualifications and competency. Only NTT faculty members who are determined to be qualified and competent to complete the assignment will be considered for any position. If more NTT faculty members are judged to be competent and qualified for a position than there are positions to be filled, NTT faculty members will be reduced in the following manner:

1. Normal attrition (resignations, retirements) will be considered as the first means of enacting a staff reduction.
2. NTT faculty members without status will be reduced next.
3. Status NTT faculty members who are part time (.26 - .99 FTE) will be reduced next. If more than one part-time person with status is judged to be qualified and competent for the position, all who are so determined will be reduced based on seniority with least senior being first reduced.
4. Status NTT faculty members who are full time will be reduced last. If more than one full-time person is judged to be qualified and competent for the position, all who are so determined will be reduced based on seniority with least senior being first reduced.
5. In the event that two or more NTT faculty members whose reduction is based on seniority would have the same seniority, it shall be the judgment of the department Chair or designee as to which NTT faculty member shall be reduced.

**Section 14.05: Seniority for NTT Faculty Reduction**

For purposes of NTT faculty reduction, seniority shall be defined as an NTT faculty member's length of continuous service as a bargaining unit faculty member in their current

employing department. If an NTT faculty member is reduced through enactment of the provisions of this article, his or her seniority shall remain at the level obtained at the time of reduction throughout the time the NTT faculty member retains re-call rights described in the Reemployment Rights section of this article. Seniority shall begin to accrue on the first day of continuing employment in their current employing department. Seniority shall be figured by number of days employed during a semester. Summer school shall not count in the accrual of seniority.

Seniority is not a determination of which specific courses or assignments are given to a faculty member.

#### **Section 14.06: Re-Call Rights**

NTT faculty members still in their probationary period of employment are not eligible for recall rights. Each Department will maintain a list of status NTT faculty members who are reduced through the enactment of the above NTT faculty reduction procedures for a period of two years. If a position for which the reduced NTT faculty member is qualified and competent becomes available during that two year period, notice will be sent to the NTT faculty member's last known address and email address that a position is available.

It is the sole responsibility of the NTT faculty member to keep the Department aware of his/her current address, email address, and telephone number.

An NTT faculty member must notify the Department Chair or designee in writing of his/her intent to accept or reject the position within seven (7) calendar days after receiving notice of the available position. However, if a position is offered within two (2) weeks of the beginning of an academic term, the NTT faculty member will be obligated to accept or reject in writing, by email, the offer within twenty-four (24) hours. (In the last two (2) weeks before an academic term, it is the responsibility of the NTT faculty members on the recall list to provide phone number(s) and an email address at which they could be reached.) Acceptance of a position means the NTT faculty member will be able to begin work at the beginning of the academic term specified in the offer. If the offer is not accepted, the NTT faculty member's name will be removed from the recall list and the University will be considered to have met its recall obligation.

Nothing in this article shall prevent a reduced NTT faculty member from applying for any position that the University might have available. If the NTT faculty member obtains work from the University through means other than those described in this article, the Department may remove the NTT faculty member from the recall list.

#### **Section 14.07 Field Supervision Exception**

Because of the variable nature of student teaching and field experience assignments throughout the state, the provisions stated above in Sections 14.04, 14.05, and 14.06 are not applicable to NTT faculty assignments for supervision of student field experiences (e.g. student teaching supervision, practicum, etc.).

## **ARTICLE XV LEAVES**

Leaves of absence will be extended to NTT faculty members in accordance with University policy.

## **ARTICLE XVI FACULTY EVALUATION PROCESS**

### **Section 16.01: Purpose**

The purpose of evaluation is twofold:

1. To provide an assessment of an individual's work to be used for making employment decisions, and
2. To facilitate self-development and growth of the person being evaluated.

### **Section 16.02: Scope and Frequency**

Full-time and part-time regular probationary NTT faculty members will receive an annual evaluation. Part-time casual NTT faculty members may be evaluated through this or a less formal process but the University is not obligated to complete the evaluation process described in this article for those NTT faculty members.

Status NTT faculty members will be evaluated at least every third year following the completion of the probation period; however, more frequent evaluation is at the sole discretion of the department Chair or designee.

Evaluation material will be collected on a calendar year. (Material from spring semester and then the following fall semester will be the primary source of material for the evaluation.) Evaluations for eligible NTT faculty members will be completed no later than April 1.

A signed copy of the written evaluation, as well as the attached copy of the self-assessment, shall be kept in the personnel file of the NTT faculty member.

### **Section 16.03: Process**

Human Resources shall assure that each department has in place written procedures for evaluating eligible non-tenure track faculty performance on a regular schedule. Those procedures should incorporate the following general guidelines:

1. If the evaluation is to be completed by someone other than the Chair, the NTT faculty member will be notified who will be responsible for the evaluation.
2. Each NTT faculty member being evaluated will provide information related to their primary duties. In most instances, instructional performance will receive the highest priority in the evaluation process, but the evaluation may include other duties assigned. The evaluation of instruction will consider, but not be limited to, execution of assigned responsibilities; command of the subject matter or discipline; oral English proficiency as mandated by Illinois statute; ability to organize, analyze, and present knowledge or material; ability to encourage and interest students in the learning process; and in student advisement and direction given for student activities.
3. Information will include a self-assessment and student evaluations. The NTT faculty member being evaluated may choose to include additional pertinent information such as syllabi, assignments, course material, etc.



4. Student evaluations will be made available to NTT faculty members after grades are provided to students by the University.
5. When considering student evaluations as part of the evaluation process, the evaluator will consider the nature of the course as well as the subject matter and the impact each may have on the content of the student evaluations. In addition, evaluators need to understand that student evaluations are only one source of information about the nature of teaching occurring in the classroom.
6. The NTT faculty member will receive a letter or some other document that informs the NTT faculty member of the content of the evaluation.
  - a. In the event an employee receives a negative evaluation (does not meet expectations) through the above evaluation process, it is the intent of the parties that the employee is informed of the concerns about the employee's performance as clearly and precisely as possible and as early as possible.
  - b. To accomplish the goals identified in statement "a." above, an NTT faculty member who receives a "less than satisfactory" evaluation will be scheduled by the employee's Chair for a meeting with the Chair to clarify and establish expectations and goals for the employee's future work. The results of that meeting will be provided to the NTT faculty member in writing.
  - c. The meeting should occur before May 1 of the academic year in which the negative evaluation was received.
7. For the NTT faculty members serving in capacities other than teaching or supervising student teachers, evaluation will pertain to the effectiveness of the NTT faculty member in performing the assigned responsibilities.

#### **Section 16.04: Response to an Evaluation**

If an NTT faculty member feels the evaluation is inaccurate, the NTT faculty member can request a meeting with the evaluator to discuss the merits of the evaluation within ten (10) workdays following the time the evaluation is made available to the NTT faculty member. If such meeting does not resolve the dispute, the NTT faculty member may attach a written response to the evaluation explaining his/her objection to any part of the evaluation. Letters must be submitted within seven (7) workdays following the meeting with the immediate supervisor.

#### **Section 16.05: Review of Evaluation Content**

The University retains sole responsibility for the evaluation and assessment of the performance of each NTT faculty member subject to the procedural requirements of this article. Accordingly, no grievance arising from application of this article shall challenge the substantive standards or criteria used by the evaluator or University, nor shall it contest the judgment of the evaluator, nor the content of the evaluation. Any grievance regarding evaluation shall be limited to a claim that the procedures of this article have been violated or unreasonably applied. If an NTT faculty member believes the evaluation to be in error, he/she can appeal it to the department Chair. In the event an adverse action results from the contents of an evaluation and the NTT faculty members believes the evaluation to be in error, the faculty member may appeal the contents of the evaluation. Such appeal still begins first with the person who completed the evaluation and proceeds to the department Chair unless the department Chair is the person who completed the evaluation. The next step would be to appeal to the Dean of the college to which the NTT faculty member is assigned. If the accuracy of the evaluation is still in dispute at the

conclusion of the Dean's step, the employee may appeal to the Director, Labor Relations or designee. The appeal to the Director, Labor Relations or designee will be the final appeal step for challenging the accuracy of the evaluation.

## **ARTICLE XVII GENERAL CONDITIONS OF EMPLOYMENT**

### **Section 17.01: Offices and Access to University Equipment, Mail, Email, and Facilities**

1. Each full-time, on-campus NTT faculty member will be provided an office. The office would normally include a desk, chairs, a place to secure teaching materials, book shelves, a telephone, and a computer.

Each part-time, on-campus NTT faculty member will be provided an office or workspace. A workspace would normally include a desk, chairs, a place to secure teaching materials, book shelves, a telephone, and a computer.

Each casual, on-campus NTT faculty member will be provided an office or suitable workspace when requested and if available.

Full-time, on-campus NTT faculty members will be given greater consideration than graduate assistants in the assignment of office space.

It is understood that office space and equipment may be shared; however, when space and computers are available, each full-time NTT faculty member who is required to hold on-campus office hours will be assigned his or her individual desk and computer for conducting University business. In the event there are not enough computers or space for all NTT faculty members who are required to hold on-campus office hours, the Chair will have discretion to determine the most equitable arrangement that will provide NTT faculty members a professional environment in which to conduct their responsibilities.

2. Each on-campus NTT faculty member will be given a campus e-mail address, campus access to the Internet, and a campus mailbox.
3. Every effort will be made to include each on-campus NTT faculty member as a faculty member by title in University telephone books. Where University faculty and administrative staff are listed, it is the intention of the University to include status NTT faculty members in academic catalogues and other appropriate University documents including the department website.
4. Each NTT faculty member will be provided full access to the services of Milner Library.

### **Section 17.02: Grants and Travel Money**

1. NTT faculty members may apply for grants and travel money.
2. The parties agree that NTT work that is grant funded may be paid at different rates than those identified in this agreement.
3. Supervising teachers and other NTT faculty members who are required to travel and use their personal vehicle for University related business shall be reimbursed

at the current University mileage rate. Reimbursement shall be from the point of origin, campus or home, whichever is less.

**Section 17.03: Tuition and Fees**

NTT faculty members will receive tuition and fee benefits for University attendance in accordance with University policy and state law.

**Section 17.04: Academic Freedom and Ethics Protection**

1. All NTT faculty members will be provided academic freedom in conformance with nationally recognized standards and will be provided academic freedom in accordance with University policy.
2. NTT faculty members shall take issues of academic freedom to the Faculty Academic Freedom, Ethics, and Grievance Committee. It is further understood that any dispute regarding academic freedom is excluded from the grievance procedure of this agreement.
3. No reprisals of any kind shall be taken by the University against an NTT faculty member because of the NTT faculty member's participation in this procedure.

**Section 17.05: Employees Who Must Have NTT Contracts**

Employees who meet the criteria established in Article I Recognition shall be classified as NTT faculty and provided an NTT contract.

**Section 17.06: Titles**

NTT faculty members shall have titles that are consistent with University policy.

**Section 17.07: Benefits**

1. New NTT faculty members will be provided an opportunity to be informed about University benefits by Human Resources.
2. NTT faculty members may participate in benefits and programs according to University policy.

**Section 17.08: Outside Employment**

No NTT faculty member (full or part-time) will be required to report or obtain permission for employment outside of Illinois State University.

**ARTICLE XVIII  
Salary**

**Section 18.01 Salary Increases**

Continuing NTT faculty members employed during Fall Semester of 2017 and/or Spring Semester of 2018 shall receive an "across the board" salary increase equal to the publicly announced increase for university employees. Such increase shall be figured by determining the amount an individual employee would have received as a full-time employee during the 2017 fall semester and increasing that amount by the two percent (2%) publicly announced increase for University employees. Actual salary will then be figured by pro-rating the full-time equivalent salary to the percentage of time an employee is contracted for the spring 2018, semester. Proration shall be determined as defined in Article VII, Section 7.02 of this agreement and may result in additional or reduced time

from that worked in any previous year. This increase was applied effective January 1, 2018, with no retroactivity.

Salaries for the 2018-19 academic year will be adjusted by the FY 2019 publicly announced increase and terms for retroactivity for University employees. Salaries for the 2019-20 academic year will be adjusted by the FY 2020 publicly announced increase and terms for retroactivity for University employees.

Professional experience student supervision (this shall normally refer to student teaching or an equivalent professional experience learning activity) shall be paid at the department's fall semester 2017 established rates plus the two percent (2%) publicly announced increase for University employees. Salary will be established for the spring 2018 semester by paying the fall 2017 rate plus the two percent (2%) publicly announced percentage increase. (For example, if a department were paying \$120 per student supervised in the fall 2017 semester, the department will pay \$120 plus the two percent (2%) publicly announced percentage increase per student to establish the spring semester 2018 salary rate.) This increase was applied effective January 1, 2018, with no retroactivity.

Salaries for the 2018-19 academic year will be adjusted by the FY 2019 publicly announced increase and terms for retroactivity for University employees. Salaries for the 2019-20 academic year will be adjusted by the FY 2020 publicly announced increase and terms for retroactivity for University employees.

## **Section 18.02 Other Increases**

### **A. Status Increase (Effective 1/1/18)**

All NTT faculty members who have achieved status by the end of either fall or spring semester will receive a \$225/month increase at the beginning of the following semester.

The Department Chair/Director may request a larger monthly increase for a NTT faculty member subject to approval by the Provost and Human Resources. However, the amount of monthly increase shall be at the sole discretion of the Department Chair/Director and is not subject to the grievance procedure unless it is below the minimum established in the previous paragraph.

### **B. Longevity Increase (Effective 1/1/18)**

#### **1<sup>st</sup> Longevity Increase**

Status NTT faculty members who have attained ten (10) years of service as determined by the methodology outlined in Article XII will be provided a \$150 per month increase at the beginning of the following semester.

#### **2<sup>nd</sup> Longevity Increase**

Status NTT faculty members who have attained fifteen (15) years of approved service as determined by the methodology outlined in Article XII will be provided a \$100 per month increase at the beginning of the following semester.

## **Administration**

The Status and Longevity increases will be prorated to the amount of time contracted and added to monthly salaries before implementation of the across the board increase.

NTT faculty members who achieved status prior to the fall 2018 semester, shall receive a \$40 per month increase effective 1/1/18.

NTT faculty members who have already received their 2<sup>nd</sup> Longevity increase will receive an additional amount per month of \$250 minus their 1<sup>st</sup> and 2<sup>nd</sup> Longevity increase received.

#### Retention

The Department Chair/Director, at their sole discretion, may request a monthly increase to retain a NTT faculty member who receives a bona fide offer of employment from another institution. The NTT faculty member must present written proof of the offer, if available, to the Department Chair/Director for consideration. Any increase will be subject to approval by the Provost and Human Resources. This decision is not subject to the grievance procedure. Only NTT faculty members who have not been awarded a retention increase in the past three (3) years are eligible.

#### **Section 18.03 Salary Minimums**

Effective January 1, 2018, the minimum salary to be paid an NTT faculty member for work other than professional experience supervision (this shall normally refer to student teaching or an equivalent professional experience activity) is \$4,000 per month. For an NTT faculty member with a terminal degree the minimum salary is \$4,350 per month.

Supervision minimum salaries have been increased proportionately using the same methodology, except the starting point was the current minimum salary paid for student supervision.

Salary minimums for the 2018-19 academic year will be adjusted by the FY 2019 publicly announced increase for University employees. Salary minimums for the 2019-20 academic year will be adjusted by the FY 2020 publicly announced increase for University employees.

#### **Section 18.04 Academic Equity**

In the event an NTT faculty member achieves an advance degree after their initial NTT employment with the University, they will be eligible to request from their Chair consideration for an academic equity salary adjustment.

To be considered for academic equity, the person requesting consideration must have been employed by the University with a lower degree prior to achieving the advanced degree, the advanced degree must be from an accredited institution, and must be in the academic area being taught by the NTT faculty member or in a closely related academic area. The determination of "a closely related academic area" is an administrative decision and is not subject to the grievance procedure of this agreement. Nothing in this article will be interpreted to require the University to grant a request for an equity adjustment.

#### **Section 18.05 Implementation**

Retroactivity will be applied to salary increases in accordance with the presidential announcement unless mutually agreed otherwise.

## **ARTICLE XIX TOTALITY**

The parties acknowledge that during the negotiations which resulted in this agreement, each party had the unlimited right and opportunity to make demands and proposals on any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. The parties also agree that this Agreement represents the sole Agreement between the parties regarding wages, hours, and other terms and conditions of employment and that it is binding to both parties during the term of the agreement. The only provision to modify the agreement during its term requires both parties to agree in writing that a significant issue was not discussed during the negotiations and agree in writing to negotiate only the stated issue otherwise the Agreement cannot be modified during its term. Therefore, neither party shall be obligated to bargain with the other during the duration of this Agreement with respect to any matter pertaining to wages, hours, benefits, or terms and conditions of employment.

Any provision of this agreement deemed illegal or invalid in part or in whole by any court or governmental agency of competent jurisdiction shall not invalidate the entire agreement or any other part or portion of the Agreement.

This Agreement shall be binding and effective as of the date of ratification by both parties and shall expire on June 30, 2020. It shall thereafter be automatically renewed from year to year unless at least 90 calendar days prior to any expiration date either party notifies the other in writing of its desire to terminate or renegotiate this Agreement. In the event that negotiations of a new contract are in process beyond the expiration date of this agreement, this agreement will remain in force and effect until new contract language is agreed upon and ratified.

Appendix A

**Non-Tenure Track Statement of Grievance**

\_\_\_\_\_  
Name of Grievant \_\_\_\_\_  
Date Filed

\_\_\_\_\_  
Assignment Department

**Step 1**

Date of Violation: \_\_\_\_\_ Date of Meeting with Chair: \_\_\_\_\_

Attach a specific statement of facts giving rise to the grievance.

Specific section(s) of negotiated agreement violated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Remedy Requested: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant \_\_\_\_\_  
Date

**Step 2**

\_\_\_\_\_  
Signature of Grievant \_\_\_\_\_  
Date Received by Chair

Disposition by Chair: \_\_\_\_\_

Date of Disposition: \_\_\_\_\_

**Step 3**

\_\_\_\_\_  
Signature of Grievant \_\_\_\_\_  
Date Received by Director, Labor Relations

Disposition by Director, Labor Relations: \_\_\_\_\_

Date of Director, Labor Relations Disposition: \_\_\_\_\_

**Step 4 Arbitration**

\_\_\_\_\_  
Signature of Grievant \_\_\_\_\_  
Signature of Association President

Date: \_\_\_\_\_ Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have executed this agreement by their duly authorized officers and representatives this 17th day of July, 2018.

**On Behalf of the Board of Trustees of Illinois State University**

BY /s/ Michael A. Schultz  
Chief Spokesperson

BY /s/ Larry H. Dietz  
President

BY /s/ Jan Murphy  
Vice President & Provost

BY /s/ Dan Stephens  
Vice President, Finance & Planning

**On Behalf of ISUEA/IEA-NEA**

BY /s/Jodi Hallsten-Lyczak

**Union Negotiating Committee:**

/s/ Karyn Smith

/s/ Katherine McCarthy

/s/ J. Cleary

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