A G R E E M E N T

By and between

The Board of Trustees of
Illinois State University

and

NTTFA / IEA-NEA
Non-Tenure Track Faculty Association/
Illinois Education Association-
National Education Association

August 1, 2007
through
June 30, 2010

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 Non-Tenure Track Faculty 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 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 Department of Curriculum & Instruction 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 5/1 et seq. (2000); and

- All other persons employed by ISU.

ARTICLE II
DEFINITIONS

Academic Year: Fall semester and the following spring semester

Association: NTTFA / IEA-NEA Non-Tenure Track Faculty 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 NTT Faculty, 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 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 with an assignment of 0.25 FTE or less (Part-time casual NTT faculty cannot achieve status.)

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

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

Status Faculty: Faculty who have 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.

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 seven (7) bargaining unit employees and up to seven (7) University representatives) be established and regularly scheduled meetings be held. Each party shall designate their respective team members.

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. The committee's discussion shall follow a logical problem solving process in which issues are defined and analyzed, solutions are explored, and strategies for implementation of resolutions are developed. 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. Agenda preparation for subsequent meetings. (Agenda items should include a brief explanation of the item.)

3. Development of area subcommittees as needed

4. Maintaining minutes of all meetings which will summarize issues as well as identify any actions agreed upon and who will assume responsibility for the needed action

5. Training for committee members

Ground Rules for the Labor-Management Committee

1. The committee will establish functional ground rules as needed

2. No discussion of active grievances

3. No bargaining of issues covered by specific contract language

4. Labor management discussions or committee minutes cannot be used in any hearing involving a dispute between the parties including the grievance process

5. Outcomes of the labor management committee will be credited to the committee and not to either of the individual parties.

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 NTT/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 bonafide 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 Step 2 of this procedure with ten (10) work days 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, work days are considered to be Monday through Friday, except for days when the university offices are closed.

Section 6.04: Procedure

Step 1: Within ten (10) work days after the occurrence, or within ten (10) work days after the grievant knows or should have known of the conditions causing the grievance, the grievant and/or the Association shall orally present the grievance to the department head or designee. The department head or designee shall provide an oral response within ten (10) work days after the presentation.

Step 2: If the grievance is not settled at Step 1 and the grievant or Association wishes to appeal the grievance to Step 2, 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 Step 1 oral response. The department head or designee shall respond within ten (10) work days 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 grievance at Step 2.) The department head or designee shall issue a written response to the grievance within ten (10) work days following the meeting.

Step 3: If the grievance is not settled at Step 2 and the grievant or Association wishes to appeal the grievance to Step 3, the grievance along with the Step 2 responses shall be submitted to the Labor Relations Section in Human Resources within ten (10) work days after the Step 2 response. The Labor Relations Section shall respond within ten (10) work days 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 Step 3.) The Labor Relations Section shall issue a written response to the grievance within ten (10) work days following the meeting.

Step 4: Arbitration

If the grievance is not settled at Step 3, the Association may file for arbitration with the Federal Mediation and Conciliation Service within fifteen (15) work days after receipt of the Step 3 response.

The parties shall obtain a list of nine (9) arbitrators from the Federal Mediation and Conciliation Service. The parties shall 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 Step 2 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

The University recognizes the right of the Association to gather information in the processing of a grievance and shall cooperate in providing such information as it is available. It is understood that the University shall not be expected to create information or reformat existing information to meet this requirement. Neither will the University be expected to provide any information protected by any "privacy" requirements the University is required to follow, including sharing the contents of an NTT faculty member's personnel file.

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 Step 2 at Step 3 or 4.

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 (1) 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, duties and responsibilities will be determined by the department chair or designee after consultation with others in the department and the individual 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 designee will provide NTT faculty letters stating tentative load assignments as early as feasible. While not a requirement, the goal will be to notify full-time status faculty by May 15 for the fall semester and by December 1 for the spring semester.

2. The duties of an NTT will be communicated through written memo, job description, or through discussion with the department chair or designee and the NTT faculty member.

3. Individual employment contracts will be issued at the earliest feasible opportunity.

4. In the assignment of workload, consideration of duties for NTT Faculty 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 by the department chair or designee with the NTT prior to the implementation of such changes.

6. NTT faculty members may request assigned duties be provided in writing.

7. NTT faculty 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 shall be consistent with the general requirements for office hours set by the department for faculty. Office hour requirements for NTT faculty 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.

8. NTT Faculty are encouraged to attend departmental and organizational meetings that are relevant to their duties as determined by the Department Chair.

9. In the event a faculty member cannot attend a scheduled duty, he or she must notify the department chair seven work days 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.

10. Ordinarily, the duties of NTT faculty shall not include a service or scholarship requirement; however, nothing in this contract shall be construed to deny an NTT 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.

11. In filling new or vacant NTT positions, qualified NTT faculty 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 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.

12. NTT faculty will be given full consideration for any tenure track position for which he/she is qualified and has applied.

13. Full-time, status NTT faculty 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, provided that they meet qualification standards for the assignment.

If additional summer assignments or overloads are still available after those NTT's 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.

For purposes of this article overload refers to an assignment in which the employee's assigned time is greater than 100% FTE.

Section 7:02: Workloads

NTT faculty 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 100% FTE shall receive overload pay in accordance with University policy.
    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.

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 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, 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 teaching for the department, that circumstance is grievable.

4. In the event of a need to fill a vacancy that occurs during a term, NTT faculty 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. This does not prevent the University from paying a higher stipend than the prorated current salary of the volunteering NTT.

5. 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 teaching for the department, that circumstance is grievable.

Section 7.03: Graduate and Undergraduate Assistants

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

ARTICLE VIII
PERSONNEL FILE

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

Section 8.01: Written Evaluations

All written evaluations contained in the official personnel file 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 shall have the right of access to all material in his/her official personnel file, in accordance with University policy and applicable state and federal statutes.

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 file. Upon request and payment of the cost of photocopying, an NTT faculty member may obtain copies of any non-confidential materials in the personnel file. The Evaluation Article 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 the 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 will be taken by the Association to the Associate Vice President of Human Resources 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 Labor Relations Section in Human Resources.

ARTICLE X
GENERAL PROVISIONS

Section 10.01: Non-Discrimination

The University and the Association agree that they will not practice discrimination as defined by law and University policy.

The University and the Association agree that there shall be no discrimination against or coercion of any NTT faculty members regarding Association membership, 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 mutual arrangements with proper University representatives to attend

meetings between the University and the Association without penalty. If such arrangements are agreed upon between the Labor Relations Section of Human Resources 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 Labor Relations Section of Human Resources 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 Labor Relations Section of Human Resources.

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, they may be charged union dues.

Section 10.06: Personnel Report

At the written request of the Association, 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 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 non-academic 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, the length of probation is ten (10) consecutive semesters. With successful completion of probation, NTT faculty will achieve status.

For full-time and regular part-time NTT faculty who have breaks of employment no greater than one semester, the length of probation is ten (10) semesters of employment within a ten (10) year period.

Casual NTT faculty cannot achieve status.

Human Resources shall notify the NTT faculty 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 NTTs 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 a NTT faculty member; however, under extenuating circumstances, the Labor Relations Section in Human Resources 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 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 Step 3 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 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 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 consider, 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
- 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, remaining NTT faculty 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 without status will be reduced next.

3. Part-time (0.26 FTE - 0.99 FTE) status NTT faculty members 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. Full-time (1.0 FTE) status NTT faculty members 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 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 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 calendar days after receiving notice of the available position. However, if a position is offered within two weeks of the beginning of an academic term, the NTT faculty member will be obligated to accept or reject in writing the offer within twenty-four hours. (In the last two weeks before an academic term, it is the responsibility of the faculty members on the recall list to provide phone number(s) 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 that 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 14.03, 14.04, and 14.05 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 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 will be completed no later than May 1.

A signed copy of the written evaluation 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.

7. For the NTT faculty 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) work days 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) work days 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 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 employee 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 Labor Relations Section of Human Resources. The appeal to the Labor Relations Section of Human Resources 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, E-Mail, 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 will be provided an office or suitable workspace when requested and if available.

Full-time, on-campus NTT faculty 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.

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 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 may apply for grants and travel money.

2. The parties agree that NTT work done for Extended University and/or grants may be paid at different rates than those identified in this agreement.

3. Supervising teachers and other NTT faculty 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 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 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 shall take issues of academic freedom to the Faculty 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 shall have titles that are consistent with University policy.

Section 17.07: Benefits

1. New NTT faculty will be provided an opportunity to be informed about university benefits by Human Resources.

2. NTT faculty may participate in benefits and programs according to University policy.

ARTICLE XVIII
Salary

Section 18.01 Salary Increases
Continuing NTT faculty employed during Fall Semester of 2007 and/or Spring Semester of 2008 shall receive an "across the board" salary increase equal to the publicly announced increase for university employees or 3.00% whichever amount is greater. Such increase shall be figured by determining the amount an individual employee would have received as a full-time employee during the 2006-07 academic year and increasing that amount by the publicly announced increase for university employees or by 3.00% whichever is greater. 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 2007-08 academic year. 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.

The same process shall be used to determine salaries for the 2008-09 and the 2009-10 academic years, except the percentage increase shall be 3.25% for each year. (e.g. 2007-08 minimum raise equals 3.00% prorated by FTE, 2008-09 minimum raise equals 3.25% prorated by FTE, and 2009-2010 minimum raise equals 3.25% prorated by FTE.) It is understood by the parties that if the publicly announced salary increase for the University is greater than the

percentages stated above the percentage applied to the process for increasing NTT salaries will use that of the publicly announced salary increase.

Professional experience student supervision (this shall normally refer to student teaching or an equivalent professional experience activity) shall be paid at the department's 2006-07 established rate plus 3.00% for the 2007-08 academic year, 3.25% for the 2008-09 academic year, and 3.25% for the 2009-10 academic year. (For example, if a department were paying $783 per student teacher in the 2006-07 academic year, the department will pay $783 plus 3.00% per student teacher for a salary of $806 per student teacher for the 2007-08 year. Subsequent years would be likewise increased by the 3.25% figure.) In the event the University's publicly announced increase for university employees is greater than the respective percentages listed, salaries for supervisors will increase the amount of the publicly announced increase.

Section 18.02 Longevity Increases

(First Longevity Stipend)

All NTT faculty who have achieved status by the beginning of either fall or spring semester will receive a $150/month longevity stipend prorated to the amount of time contracted. Longevity stipends will be added to monthly salaries after the implementation of the across the board increase.

(Second Longevity Stipend)

A second longevity stipend will be available to those status NTT faculty who have attained 10 years of seniority as determined by the methodology outlined in Article 12 and make application for the stipend. If the applicant meets the criteria of being a status employee who has 10 years of approved seniority, the employee will be provided a second $150/month longevity stipend.

Section 18.03 Salary Minimums

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) shall also increase from the current minimum by the percentage of general increase in salary. For example, if the general salary increase is 3.00% the current minimum salaries will also be increased by 3.00%. (The current minimum is $2,999 for FY 2007. If the general salary increase is 3.00%, the new minimum will become $3,089. If the publicly announced salary increase is greater, the minimum salary shall be raised by the announced amount. The minimum salary for an NTT faculty member with a terminal degree is currently $3,271, and will be increased using the same method described above.) The determination of an equivalent degree shall be at the sole discretion of the department chair and shall not be grievable under the provisions of this contract.

Supervision minimum salaries will be increased using the same method, except the starting point shall be the current minimum salary paid for student supervision.

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

In the event the applicable salary increase is determined late, salary increases will be applied to the entire length of the contract.

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, 2010. 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 Labor Relations Department in Human Resources

Disposition by Labor Relations Department in Human Resources: _____

Date of Labor Relations Department in Human Resources Disposition _____

Step 4 Arbitration

_____

Signature of Grievant Signature of Association President

Date _____

IN WITHNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers and representatives this _____ day of _____, 2007.

On Behalf of the Board of Trustees of Illinois State University

BY _____
University Chief Spokesperson

BY _____
President of Illinois State

BY _____
Vice President & Provost

BY _____
Vice President, Finance & Planning

On Behalf of NTTFA/IEA-NEA

BY _____

Union Negotiating Committee:

_____

_____

_____

_____

_____

_____