

ISU/UFISU

Agreement

April 14, 2025- June 30, 2028



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Article 1: Purpose

The purpose of this Agreement is to foster an orderly collective bargaining relationship between the Union and the Employer by clearly establishing the wages, hours, and terms and conditions of the covered Employees' employment and to provide mechanisms for the equitable resolution of disputes between the parties. It is the intent of the Employer and the Union to promote the quality and effectiveness of education at the University and to promote high standards of academic excellence in all phases of teaching, scholarly and creative productivity, and service.

This Provision shall not be subject to the grievance procedure set forth in Article 27 of this Agreement.

Article 2: Terms and Definitions

For the purposes of this Agreement, the following definitions apply:

Academic Term: Individually, the fall semester or the spring semester.

Academic Year: Fall semester and the following spring semester.

Agreement: This collective bargaining agreement between the Board of Trustees of Illinois State University and the United Faculty of Illinois State University, University Professionals of Illinois, Local 4100, IFT-AFT, AFL-CIO dated April 14, 2025 to June 30, 2028.

Bargaining Unit: The group of employees described in the Illinois Educational Labor Relations Board's Order of Certification in Case No. 2024-RC-0001-C dated January 8, 2024, as may be amended from time to time.

Board: The Board of Trustees of Illinois State University created by the Illinois State University Law, 110 ILCS 675/20-10.

Day(s): Calendar day(s) except where explicitly stated otherwise.

Department: A Department, School, or other unit of work.

Department Chair: The administrator charged with primary responsibility for managing the Department, School, or other unit of work. Therefore, the term may refer to a unit or school director, a supervisor, or someone else outside the Bargaining Unit with designated decision-making authority within the work unit as well as the Department Chair.

Employee: A member of the bargaining unit as set forth in the Illinois Educational Labor Relations Board's Order of Certification in Case No. 2024-RC-0001-C dated January 8, 2024, as may be amended from time to time.

Employer: The Board of Trustees of Illinois State University.

Month: A full calendar month.

Parties: The Board of Trustees of Illinois State University and the United Faculty of Illinois State University, University Professionals of Illinois, Local 4100, IFT-AFT, AFL-

CIO – the parties to this collective bargaining agreement and their duly authorized representatives.

Summer Term: The academic session between spring semester and the following fall semester.

Union: United Faculty of Illinois State University, University Professionals of Illinois, Local 4100, IFT-AFT, AFL-CIO.

University: Illinois State University.

Winter Term: The academic session between fall semester and the following spring semester.

Workday(s): Monday through Friday, except for Days when the University administrative offices are closed.

Article 3: Recognition

Pursuant to the Order of Certification issued by the Illinois Educational Labor Relations Board in Case No. 2024-RC-0001-C on January 8, 2024, the Employer recognizes the Union as the exclusive bargaining representative over wages, hours, and other terms and conditions of employment for all persons in the bargaining unit – a summary description of which is set forth below.

Included: All tenured and tenure-track faculty employed at Illinois State University in a 0.50 full-time equivalent position or greater, including Program and Center Directors, Heads in the Milner Library, Associate or Assistant Department Heads, Associate or Assistant Department Chairs, and Associate or Assistant School Directors.

Excluded: (even if an individual is filling the position through an acting or interim appointment approved by the Provost):

- All tenured and tenure track faculty in administrative positions at or above the Department Chair and School Director levels.
- The Director of the Graduate School.
- The Director of the Illinois Tutoring Initiative.
- The Director of the Center for Integrated Professional Development.
- The Program Director of the Efaw Center.
- The Head of Technical Services for Milner Library.
- The Director of the Center for Math, Science, and Technology.
- The Director of Clinical Experience and Licensing Process (a.k.a. the Director of the Cecilia J. Lauby Teacher Education Center).

- The Director of the Honors Program.
- The Director of Creative Technologies.
- All other managerial, supervisory, and confidential employees as defined by the Illinois Educational Labor Relations Act, 115 ILCS 5/1, *et seq.*
- All adjunct, part-time, and other non-tenure-track faculty, and visiting faculty.
- All Retirees.
- All Students (this does not apply to Tenured and Tenure-Track Faculty who are otherwise included in the bargaining unit).
- All Civil Service Positions.
- All other persons employed by Illinois State University.

Article 4: Electronic Availability of Agreement

Within thirty (30) days after the execution of this Agreement, the University will post this Agreement on its website. The Agreement will be posted in a PDF format that is consistent with State and Federal accessibility laws (which currently require a format meeting the recommendations of the Web Content Accessibility Guidelines 2.0). The University will maintain this Agreement on its website for the duration of the Agreement.

Article 5: Duration

This Agreement shall become effective as of April 14, 2025, and shall remain in full force and effect through June 30, 2028. It shall thereafter be automatically renewed from year to year unless at least 90 days, but no more than 180 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 collective bargaining agreement are in process beyond any expiration date of this Agreement, this Agreement will remain in full force and effect until a new collective bargaining agreement is agreed upon and ratified.

Article 6: No Strike-No Lockout

Section 6.01: No Strikes

During the term of this Agreement or any extension thereof, neither the Union nor any Employee covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, or any other concerted interruption of or interference with the operations of the University. Any

Employee who violates the provisions of this Article may be subject to disciplinary action, as provided under Article 26, Discipline.

Section 6.02: No Lockouts

The Employer will not lock out any Employees covered by this Agreement during the term of this Agreement.

Article 7: Identification of Union Representatives

- A. At least ten (10) days prior to the start of each Academic Year, the Union will furnish the Director, Labor Relations (or designee) with the following information:
 - 1. the names, contact information, and Union titles of all individuals authorized to conduct Union-related business; and
 - 2. the names and email addresses of the individual(s) to whom the Bargaining Unit Information provided for in Article 10, Section 02 should be sent.
- B. The Union will notify the Employer of updates to these lists within ten (10) days of when changes are made.

Article 8: Labor/Management Meetings

In the interest of efficient management and harmonious employee relations, Labor/Management meetings between the Labor Relations Director (or designee) and the Union President (or designee) shall be held at least once each semester or as the parties agree for the purpose of discussing matters pertinent to the administration of this Agreement or any other mutually agreeable matters. The Labor Relations Director (or designee) and the Union President (or designee) may bring up to five (5) additional representatives to each meeting. Each party shall inform the other party prior to the meeting of who will be in attendance. An individual with a specific issue that pertains to them personally 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. Unless otherwise mutually agreed, no party shall have more than six (6) representatives in attendance for each meeting. Further, the parties will identify what issues they intend to discuss at least fourteen (14) days in advance of the meeting. The failure to identify issues for discussion at least fourteen (14) days in advance may result in the rescheduling or cancellation of the meeting. If a matter requires more urgent discussion, the parties may mutually agree to waive the fourteen (14) day requirement to identify the issues to be discussed at the meeting.

The meetings shall be held on a mutually agreeable date in a mutually agreeable location. The purpose of these meetings 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 parties. Such meetings shall not be used for the purposes of negotiation nor to replace grievance procedures. However, general concerns that might result in or prevent a future grievance may be appropriate topics of discussion. If resolution of an issue cannot be reached through discussion at a Labor Management meeting, the issue may revert to traditional approaches for resolution such as a grievance or bargaining. A scheduled meeting may be canceled by agreement of both parties.

Article 9: Management Rights

The Employer and its officers retain and shall exercise, at their sole discretion, all rights, responsibilities, powers, duties, and authority inherent in the management of the University consistent with the laws and constitutions of the State of Illinois and the United States and any Board Governing Documents, except as specifically modified by a provision of this Agreement during its term.

The failure of the Employer to exercise any rights, responsibilities, powers, duties, or authority reserved or retained by it, or the exercise of any rights, responsibilities, powers, duties, or authority in a particular manner shall not be deemed a waiver of the right of the Employer to exercise such rights, responsibilities, powers, duties, or authority, or to preclude the Employer from exercising the same in some other manner, so long as it does not conflict with an express provision of this Agreement.

Article 10: Union Rights

Section 10.01: Union Access to Facilities and Employees

The Union shall have reasonable access to and information about Employees in the Bargaining Unit. This access shall at all times be conducted in a manner so as not to impede the University's normal operations (e.g., an Employee attending a Union meeting at a time the Employee has scheduled obligations to the University) and shall include the following:

- A. the right to reserve and use University facilities in accordance with ISU Policy 6.1.1. (University Facility and Space Use);
- B. the right to meet with one or more Employees on the University's premises during the workday to investigate and discuss Grievances and workplace-related complaints without Employee loss of pay or leave time;
- C. the right to conduct worksite meetings on the University's premises to discuss collective bargaining negotiations, the administration of this Agreement, other matters related to the duties of the Union, and internal matters involving the governance or business of the Union, without Employee loss of pay or leave time;

- D. the right to meet with newly hired Employees, without Employee loss of pay or leave time, on University premises from 3:00 pm to 4:00 pm on the Friday before classes begin for both the Fall and Spring semesters; the Employer, including but not limited to administrators within Colleges or Departments, will not schedule other workplace meetings the newly hired Employees are invited to or expected to attend at the same time as the Union Orientation session herein; and
- E. the right to use University mailboxes, email (in accordance with ISU Policy 9.2, Policy on Appropriate Use of Information Technology Resources and Systems, Section III.B.2), and bulletin boards (including electronic bulletin boards), consistent with University and Departmental policies and procedures, to communicate with Employees regarding collective bargaining negotiations, the administration of the collective bargaining agreement, the investigation of Grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union.

In order to ensure that Union business is conducted in a manner so as not to impede the University's normal operations, Employees must complete a Faculty Notice of Absence from Scheduled Duties form and secure prior approval from their immediate supervisor (or designee) for their absence from a scheduled duty (exclusive of rescheduling of office hours).

Section 10.02: Information Provided to Union

The Employer will provide the Union with the following Employee information on file with Human Resources:

- A. within ten (10) days from the beginning of the Academic Year and every thirty (30) days thereafter during the term of the Academic Year:
 - name,
 - college,
 - department or school,
 - job title,
 - monthly compensation rate,
 - pay status,
 - appointment start and end dates,
 - identification number,
 - date of hire,
 - University email address,
 - work site location,
 - work telephone number,
 - home address,

- personal cellular telephone numbers, and
- personal email address.

B. within ten (10) days after the date of hire of an Employee:

- name,
- college,
- department or school,
- job title,
- monthly compensation rate,
- appointment start and end dates,
- identification number,
- date of hire,
- University email address,
- work site location,
- work telephone number,
- home address,
- personal cellular telephone numbers, and
- personal email address.

Within ten (10) days from the beginning of the Academic Year, the Employer will provide the Union with a list of all bargaining unit members approved for sabbatical leave for the Academic Year.

Article 11: Union Dues

Section 11.01: Payroll Deduction

By the first working day in the month of September of each Academic Year, the Union will provide the Employer a list, in writing, of all Employees who have authorized payroll deductions for Union dues, assessments, and other payments to the Union, including the amount of such deductions for each Employee. The Union shall advise the Employer, in writing, of any subsequent changes in Employees who have authorized such deductions, as well as any changes in the certified amount of the deduction for any individual Employee, at least thirty (30) days prior to the effective date of the changes.

The Employer shall make the authorized deductions, in the amount(s) certified in writing by the Union's treasurer for each such Employee, and remit such amounts to the Union, in accordance with applicable law and the procedures of the Employer. These deductions will only be made from the September pay period through and including the May pay period. Each monthly deduction shall be equal to the pro rata share of the annual dues,

plus any Employee-authorized assessments or other payments. Deductions shall be paid to the Union by the Employer no later than ten (10) workdays following the deduction. The Employer will not make such deductions from an Employee's pay for any payroll period in which deductions are assessed if, after deducting withheld taxes, contributions to State Universities Retirement System, State insurance, and other deductions authorized by the Employee or required by law, the Employee's earnings in that pay period are less than the amount of authorized deductions. In such cases, it will be the responsibility of the Union to collect its authorized deductions for that pay period directly from the Employee.

Section 11.02: Indemnification

The Union shall indemnify and hold harmless the Employer, its officers, agents and employees 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 Employer for the purposes of complying with the above provisions of this Article or in reliance on any list, notice, certification, affidavit or assignment furnished by the Union, including attorney's fees and costs arising from the deduction of membership dues or other remittances to the Union in compliance with this Article. The Union's obligation to indemnify and hold harmless the Employer under the Article does not apply to any claims, demands, actions, complaints, suits, or other forms of liability that arise as a result of a willful violation of this Article by the Employer or its officers or agents.

Article 12: Benefits

Section 12.01: Group Insurance Benefits

Employee group benefit programs (health, dental, life, etc.) shall be provided to all Employees who are eligible to participate in those programs in accordance with the State Employees Group Insurance Act of 1971, 5 Illinois Compiled Statutes 375/1 and following, as amended. The Parties agree to accept all the terms and conditions in Employee benefit packages applicable to them as determined by the Department of Central Management Services (CMS).

Section 12.02: Leaves

- A. Except as otherwise provided in this Article, leaves provided to Employees will be in accordance with University policy.
- B. Parental Leave. For Parental Leave that commences on or after August 1, 2025, the first six (6) weeks (30 business days) of the Parental Leave benefit for Employees will be paid Parental Leave, without the need to utilize other available paid benefit time to remain in paid status.

1. Paid Parental Leave is only available to an Employee once during a rolling 12-month period.
2. Time off for paid Parental Leave must be continuous; paid Parental Leave cannot be taken on an intermittent or reduced schedule basis.

C. Sabbatical Leave

1. Sabbatical Compensation:
 - a. After six (6) academic years of full-time service, Employees can apply for a one semester sabbatical at 100% of their Annual Base Salary.
 - b. Beginning with fall 2025 sabbatical applications (for sabbaticals to be taken in AY 2026-27) and through the end of this Agreement, after six (6) academic years of full-time service, Employees can apply for a full Academic Year sabbatical at 66.7% percent of their Annual Base Salary.

Article 13: Non-Discrimination

Section: 13.01

The Employer and the Union agree that they will not practice discrimination against any Employee covered by this Agreement in a manner which would violate any applicable laws because of race, religion, color, national origin, sex (including sexual harassment, sexual assault, domestic violence, dating violence, and stalking), sexual orientation, order of protection, gender identity and expression, ancestry, marital status, age, disability, pregnancy, genetic information, unfavorable military discharge, arrest record, or status as a veteran. Complaints involving discrimination or sexual harassment shall be reported to and handled by the Office of Equal Opportunity and Access (or other appropriate office as designated by the University) and may also be reported to the appropriate Federal or State agency.

Alleged violations of Section 13.01 are not subject to the Parties' Grievance procedure set forth in Article 27 of this Agreement. This shall not preclude the Employee or Union from filing a Grievance on the same facts alleging a violation of a different Section of this Agreement.

Section: 13.02

The Employer and the Union agree that there shall be no discrimination against or coercion of any Employee regarding Union membership and that Union membership is entirely a matter of the Employee's free choice and determination. Each Employee may make their own personal decisions with respect to the Union or Union membership without intimidation or coercion. Further, the Employer agrees that there shall be no discrimination by any representatives of the Employer, including supervisors of Employees, against any Union member, site representative, or officer of the Union, including those who are participating in negotiations, adjustment of Grievances, or the performance of committee

work as provided in this Agreement.

Section: 13.03

The University will reconvene its committee charged with examining University policies, processes, and procedures and making recommendations on revisions to such policies, processes, and procedures related to gender expression and transition. Within ninety (90) days after the ratification of this Agreement, the Union shall appoint an Employee to serve on this committee. The committee will make its recommendations, if any, to the appropriate policy and/or process owner(s).

Article 14: Disability Accommodation

Section: 14.01

The Employer is committed to complying with all applicable provisions of the Americans with Disabilities Act (“ADA”) and the Illinois Human Rights Act (“IHRA”) by ensuring equal employment opportunities for qualified individuals with disabilities.

Section: 14.02

- A. Any Employee who believes they require an accommodation to perform the essential functions of their position should submit a written request for such an accommodation in accordance with University Policy [1.3.1](#) (Reasonable Accommodation Procedures for Employees or Job Applicants).
 - 1. Employees are encouraged to be proactive when they believe they are in need of a reasonable accommodation.
 - 2. Consistent with the ADA and the IHRA, the Employer will engage in the interactive process with an Employee who requests an accommodation or who makes the Employer aware of a disability impacting the Employee’s ability to perform the essential functions of their position.
 - a. Within five (5) workdays of receipt of the request for an accommodation, a representative of the Employer will reach out to the Employee via email to schedule an interactive discussion(s) regarding the requested accommodation. Such discussion(s) may take place either in person or remotely.
 - b. The Employee requesting the accommodation may be accompanied by a non-participatory support person or a non-participatory representative during the interactive discussion(s). If the Employee wishes to be accompanied by a non-participatory support person or a non-participatory representative in the interactive discussion(s), the Employee must notify the Employer representative two (2) workdays in advance of the discussion.

The non-participatory support person or non-participatory representative may be a Union representative.

- c. Following the initial interactive discussion, the Employer will provide updates to the Employee regarding the status of a request for accommodation when there are developments that impact the interactive process or the assessment of a reasonable accommodation, including the need for additional documentation or information from the Employee or other relevant parties on campus and identification of potential procurement or implementation issues.
3. If the Employer determines that an accommodation is necessary, the type of accommodation that may be provided depends upon each Employee's unique set of circumstances and the ability of the Employer to provide a reasonable accommodation without undue hardship. While the employee's requested accommodation will be given consideration, the ultimate decision on the accommodation provided is up to the discretion of the Employer.
 - a. The accommodation granted will be documented in writing.
 - b. The accommodation granted will be implemented as soon as reasonably feasible. While implementation of the accommodation granted is pending:
 1. the Employer will provide updates to the Employee regarding the status of the implementation of the granted accommodation when there are developments that impact its implementation.
 2. the Employee may request a meeting with the University office responsible for accommodation requests and the Employee's supervisor to discuss interim accommodations while the granted accommodation is pending.
 3. the Employee shall not be subject to discipline, or to a negative performance evaluation, for inability to satisfactorily perform an essential function of their position as a result of the disability for which the accommodation was granted unless an interim accommodation has been granted that allows the performance of the essential function.
4. If the Employer determines that no reasonable accommodation can be provided, the Employer will notify the Employee in writing explaining its determination.
- B. An Employee who has previously provided medical documentation required by the Employer of a permanent disability shall not typically be required to resubmit or renew medical documentation of that permanent disability. This provision does not preclude either the Employer or the Employee from initiating and engaging in the interactive process over that same disability and/or whether to modify the existing accommodation.

- C. The Employer's decisions: (a) made during the interactive process and (b) on whether to grant an accommodation and, if so, the accommodation granted pursuant to the ADA, the IHRA, and/or University Policy [1.3.1](#), shall not be subject to the Grievance Procedure (Article 27) of this Agreement. However, if the Employee believes the procedures described in Section .02 of this Article and/or Section II.A of University Policy [1.3.1](#) were improperly followed, the Employee may file a Grievance over whether the appropriate procedure was followed.

Article 15: Shared Governance

The parties to this Agreement recognize and support the role of Employees in the shared governance of the University, including through participation in the Academic Senate. Unless modified by a term of this Agreement, this Agreement is not intended to expand or limit the role of Employees in such shared governance.

Article 16: International Faculty

In the case of an Employee who requires sponsorship for Permanent Residency or an H1B Extension:

- A. The Employer will complete all paperwork required of the University by the deadlines established by the Department of Homeland Security, provided the Employee supplies all documentation required of the Employee to support the application by the deadline(s) established by the Employer.
- B. The Employer will pay all Employer-required PERM Labor Certification fees incurred through the Employer's immigration attorney. In addition, if an H1B Extension is necessary, the Employer will pay all Employer-required H1B Extension fees incurred through the Employer's immigration attorney.

Article 17: Personnel Files and Records

Section 17.01: Personnel Files

The Employer shall maintain a complete official personnel file for each Employee. Official personnel files will be retained by Human Resources. The official personnel file shall contain only official communications directly related to employment and work performance. Anonymous communications shall not be included in this file. Nothing in this Article is intended to prevent the Provost's office, a College, Departments/Schools, or any other University office from also maintaining Personnel Records or other employment related records.

Section 17.02: Personnel Records

An Employee's Personnel Records shall be any personnel documents which are, have been, or are intended to be used in determining that Employee's qualifications for employment, promotion, transfer, additional compensation, discharge, or other disciplinary action, except as provided under the Personnel Records Review Act, 820 ILCS 40/et. seq. ("PRRA").

Section 17.03: Dates on Personnel Records

All Personnel Records will be dated either at the time of completion or at the time of placement in a file maintained by the University office retaining the Personnel Record.

Section 17.04: Access to Personnel Records

An Employee may make a written request to Human Resources to access their Personnel Records, in accordance with University Policy [3.1.29](#) and the PRRA, including those Personnel Records maintained by the Provost's Office, a College, or Departments/Schools. With written permission from an Employee, an Employee representative may have access to an Employee's Personnel Records. An Employee may file a Grievance if the Employee believes they have not been provided access to their Personnel Records during regular office hours within the deadlines established in Policy [3.1.29](#) and/or have not been allowed to make copies of the information or documents in the Personnel Record. No other matter regarding application of Policy [3.1.29](#) may be grieved.

Section 17.05: Employee Right to Disagree

If an Employee disagrees with any information contained in a Personnel Record, including the recognition of content that is missing, the Associate Vice President of Human Resources (or designee) and the Employee may mutually agree to add, remove, or correct that information. If an agreement cannot be reached, the Employee may submit a written statement to Human Resources explaining their position, which will be attached to the disputed portion of the Personnel Record. The Employee's statement must be included whenever the disputed portion is released to a third party; this does not imply the Employer's consent or agreement with the counterstatement.

Article 18: Intellectual Property

Unless modified by an express provision of this Agreement, the provisions set forth in University Policy [4.1.10](#) (Intellectual Property), govern, as clarified by the following:

- A. The Employer will provide advance written notice to an Employee that assigned work is considered a Work for Hire; however, even in absence of such a notice, if an Employee is compensated (e.g., given reassigned time, additional pay/overload pay, etc.) to create specific intellectual property (other than for their own research or creative scholarship), that work will be considered a Work for Hire;
- B. Intellectual property rights for work conducted by the Employee with internal funding from University grants (e.g., University Research Grants, Advancing Research and Creative Scholarship funding) will be set forth in the terms of the Award Letter; and,
- C. To the extent an Employee retains intellectual property rights on certain materials, the Employee does not surrender or transfer those intellectual property rights by virtue of uploading such materials to the University's learning management system.
- D. If an Employee believes the procedures described in Section 5 of University Policy [4.1.10](#) were improperly followed, the Employee may file a Grievance over whether the appropriate procedure was followed. No other matter regarding application of Policy [4.1.10](#), including but not limited to decisions made during or as an outcome of the procedures described in Section 5, may be grieved.

Article 19: Academic Freedom

The Employer shall ensure that each Employee has freedom in teaching, research, and publication as well as in the expression of opinion on University affairs. Academic freedom carries with it responsibilities correlative with rights. A concomitant of academic freedom is the faculty's adherence to standards of professional ethics which define its highest ideals of conduct.

Unless modified by an express provision of this Agreement, the provisions set forth in University Policy [3.3.13](#) (Academic Freedom) govern, as clarified by the following:

- A. For courses in which the Employee is individually responsible, subject to Department, College, and University policies, practices, and procedures, the Employee has the freedom to select materials, determine pedagogy, develop assignments, and assess and evaluate student performance.
- B. For courses in which the Employee shares collective responsibility, subject to Department, College, and University policies, practices, and procedures, the Employee has the freedom to assign supplemental materials as they deem necessary.

Complaints regarding Academic Freedom fall under the jurisdiction of the Academic Freedom, Ethics, and Grievance Committee ("AFEGC"). Employees who are either complainants or respondents in an AFEGC proceeding shall have the right to bring a Union representative to an AFEGC hearing to serve as their advisor.

Article 20: Health and Safety

The Employer is committed to workplace safety. In accordance with applicable law, policy, and established procedures, the Employer will provide a safe and healthy workplace where recognized hazards that could cause death or serious physical harm to Employees are mitigated or minimized.

The Employer recognizes its responsibility to make reasonable provisions for the health and safety of Employees, to assure and enforce compliance with Federal and State laws, and to maintain sound operating practices which will result in safe working conditions, including providing appropriate safety training personal protective equipment as required by federal and state law.

The Union recognizes the responsibility of Employees to obey reasonable safety rules, attend mandatory safety training, and follow safe work practices to ensure workplace safety.

If an Employee has a good faith belief that their safety or health are in danger due to an alleged unsafe working condition or alleged unsafe equipment, the Employee shall inform their Department Chair, who shall have the responsibility to determine what action, if any, should be taken, including whether or not work should continue. If necessary, the matter shall be referred by the Department Chair to the University Environmental Health and Safety Office. The Employee may also report any health and safety concerns directly to the University Environmental Health and Safety Office. If the Employer determines there is an unsafe working condition or equipment, the Employer, as it deems necessary, will take reasonable steps to abate the unsafe condition and protect the Employee from the unsafe condition while it is being abated.

Article 21: Facilities

Section 21.01: Provision and Access

In accordance with applicable law, policy, and established procedures, the Employer will provide adequate (a) equipment and materials, and (b) instructional, office, and laboratory facilities that provide for a reasonable expectation of privacy and security conducive to the performance of professional obligations. An Employee will, upon reasonable request to their Department Chair and as may be required by their assigned duties, be provided reasonable access outside of the University's normal operating hours to the Employee's office, assigned laboratory space, assigned classroom(s), Department/School common spaces, and other facilities and equipment.

Section 21.02: Equipment and Services

- A. On-campus Employees will be provided office space which will include a desk and chair(s), a place to store teaching materials, and a bookshelf, unless mutually agreed otherwise by the Employee and the Department Chair.
- B. On-campus Employees will be provided a campus mailbox.
- C. Employees will be provided a computer and related equipment that are consistent with Departmental and College practices and procedures, as well as a University email address and, while on campus, internet access. Prior to providing the computer and related equipment, the Employer and the Employee will discuss the Employee's preferences. If requested by an Employee upon provision of a laptop, the Employee will also be provided a basic laptop sleeve that fits the Employee's University-provided laptop. The Employer will use a reasonable judgment to determine when a University-provided computer should be replaced. When a University-provided computer is being repaired or replaced, the Employer, upon request, will provide a temporary replacement computer that will allow the Employee to meet basic computing needs (i.e., typing and printing text documents, sending and receiving University email, accessing the internet and files in the University cloud, and using the University's learning management system).
- D. The Employer will provide the following if necessary for the performance of the Employee's duties, as determined by the Employer:
 - 1. University-approved software;
 - 2. standard office supplies;
 - 3. access to printers, scanners, and photocopiers; and,
 - 4. membership on appropriate and relevant Department, College, and University email distribution lists.

Section 21.03: Office or Laboratory Relocation

The Employer will not relocate an Employee's office or laboratory space without reasonable justification and notice to the Employee. Any Employee may request a reassignment of office or laboratory space within unoccupied department spaces. Should this request be rejected, the Department Chair (or designee) will provide a written response as to the reasoning. If the Employer relocates an Employee's assigned office or laboratory space, the Employer will, upon request, provide boxes for moving or storing small items (e.g., files, papers, books, teaching materials) kept in that space.

Section 21.04: Teaching Spaces

If an Employee believes an assigned teaching space is not appropriate for their course, or that an alternative acceptable teaching space that better meets the needs of the Employee's preferred pedagogical approach and/or the needs of the course is available,

the Employee may request an alternative teaching space from their Department Chair. The Employee's request must be in writing. In this request, the Employee may identify an alternative teaching space that they believe is available during the class meeting times. The Department Chair (or designee) will respond, in writing, as soon as reasonably practicable.

Article 22: Legislative Affairs

Beginning in the 2025 calendar year, the Union, the Provost Office, and the University's Office of Public Affairs and Policy will meet annually for the sole purpose of identifying legislative issues of mutual concern and to discuss how best to address these issues. No more than three (3) representatives from the Union and no more than three (3) representatives from the Employer may attend, unless otherwise mutually agreed by the parties. Such meetings shall not be used for the purposes of negotiation.

Alleged violations of this Article are not subject to the parties' Grievance procedure set forth in Article 27 of this Agreement.

Article 23: Program Reorganization, Consolidation, or Disestablishment

Section 23.01: General

This Article applies in the event the University intends to reorganize, consolidate, or disestablish an academic program or Department. For the purposes of this Article, academic program means an IBHE-recognized degree program. This Article does not apply to routine changes to an academic program or Department, including but not limited to name changes; changing hours of an academic program; any changes to a sequence, minor, or certificate within an academic program; the academic program review process; and, the IBHE low-performing program review process.

Section 23.02: Notification of Plan

- A. Before the University reorganizes, consolidates, or disestablishes an academic program or Department, the Provost (or designee) will provide the plan for such action to the affected Employees and the Union.
- B. The notification by the Provost (or designee) will include the following information with respect to the academic program or Department being reorganized, consolidated, or disestablished:
 - 1. Number of students enrolled in the previous five (5) years;
 - 2. Number of student majors in the previous five (5) years;
 - 3. Course offerings and course enrollment in the previous five (5) years;

4. A list of Employees; and,
5. The planned implementation date.

Section 23.03: Opportunity for Feedback

Following the notification of the plan as outlined in Section 23.02 above, the Union and the affected Employees will have 30 days to respond in writing to the Provost.

Section 23.04: Impact on Employees

- A. If an Employee is subject to layoff as a result of a reorganization, consolidation, or disestablishment of an academic program or Department as set forth in this Article, the Layoff provisions of Article 24 shall apply.
- B. If an Employee is not laid off as a result of a reorganization, consolidation, or disestablishment of an academic program or Department as set forth in this Article, the Employee's probationary status, tenure, faculty rank, eligibility for consideration for promotion, and eligibility for sabbatical will not be affected by such action.
- C. If an Employee transfers to a different Department as a result of a reorganization, consolidation, or disestablishment of an academic program or Department and has applied for tenure in the new Department, the Employee will be subject to the terminal degree requirements for tenure of the Employee's former Department. All other tenure requirements of the new Department will apply. Upon written request of the Employee to the Provost, the Employee will be granted an additional year prior to applying for tenure in the new Department which, upon written request, may be extended for an additional year.

Section 23.05: Appeals

For the purposes of Program Disestablishment, if an Employee or the Union believes the procedures described in University Policy [4.1.9](#) (Disestablishment of Academic Units) were improperly followed, the Employee or Union may file a Grievance over whether the appropriate procedure was followed. No other matter regarding application of Policy [4.1.9](#), including but not limited to decisions made during or as an outcome of the procedures described in Policy [4.1.9](#), may be grieved.

Article 24: Layoffs

Section 24.01: Conditions for Layoffs

Unless otherwise agreed upon by the Parties, in accordance with the University's governing documents, an Employee may only be laid off as a result of a demonstrable financial exigency or a reduction or elimination of a program or Department.

Section 24.02: Layoff Procedures

A. Factors for Consideration

If the Employer determines it is necessary to lay off Employees within a program or Department, the factors which shall be considered in light of the University's program needs, in determining which, if any, Employees within the program or Department shall be retained, are (if applicable and in no particular order):

- length of full-time service as a tenured or tenure-track faculty member at the University (including approved leaves);
- length of full-time service as a tenured or tenure-track faculty member in the Department (including approved leaves);
- educational qualifications;
- professional training; and
- professional experiences.

Probationary, non-tenured Employees in the affected program or Department will be laid off before tenured Employees in the affected program or Department.

No Employee shall be laid off for the sole purpose of creating a vacancy to be filled by an administrator entering the Bargaining Unit. This provision is not intended to apply during a layoff under the conditions outlined in Section 24.01 of this Article in which an administrator with tenure is laid off, in which case the laid off administrator(s) with tenure will be treated as Employees under this Agreement for the purposes of this Article only.

B. Location of Equivalent Employment

The Employer shall make a reasonable effort to locate other equivalent employment within the University for a laid off Employee prior to the effective date of their layoff. The effort to locate other equivalent employment shall include a review of the possibility of an assignment with duties in more than one Department, part-time employment, or transfer to another Department. The results of such effort shall be made known to the Employee affected and to the Union. A laid off Employee who accepts employment in a position covered by this Agreement, will retain their probationary status, tenure, faculty rank, eligibility for consideration for promotion, and eligibility for sabbatical. Retention of all other rights and benefits will be consistent with the terms of this Agreement and University policies and procedures.

C. Notice Requirement

A tenured Employee shall be given employment for at least one Academic Year beyond the Academic Year in which they are given notice of layoff.

A probationary, non-tenured Employee shall be given the same notice in the event of a layoff as they would be given in the event of non-renewal of their appointment.

The notice requirements set forth above shall not apply in the case of extreme and immediate financial exigency.

Section 24.03: Future Employment with the University

A. Determination of Status at Time of Layoff

Prior to the effective date of their layoff, an Employee given notice of layoff may request a meeting with the Provost (or designee) to establish: (1) the description of the Employee's position at the time the Employee was given notice of layoff and (2) the areas of Bargaining Unit employment for which the Employee is qualified on the basis of training or experience. The Provost (or designee), in consultation with the Employee, shall establish the description of the Employee's position at the time the Employee was given notice of layoff, and the areas of Bargaining Unit employment for which the Employee is qualified on the basis of training or experience.

B. Recall Rights

1. The Employer shall maintain a list of individuals in the Bargaining Unit who are laid off ("Laid Off Individuals") for a period of two (2) years after the effective date of the layoff. If a Laid Off Individual's position (job title and Department) at the time they were given notice of layoff is reinstated during such period, they shall be sent notice of that fact and offered reemployment. An offer made pursuant to this Section must be accepted within thirty (30) days, such acceptance to take effect not later than the beginning of the Academic Term specified in the offer. If the offer is not accepted, the Laid Off Individual's name shall be deleted from the recall list and the Employer shall have no further obligation to the Laid Off Individual.
2. During the two-year period described above, notice of Bargaining Unit employment opportunities at the Employer for which the Laid Off Individual is qualified shall be sent to the Laid Off Individual. If the Laid Off Individual applies for consideration for any such employment opportunity, they shall be granted an interview. If the Laid Off Individual does not apply for the opportunity within fifteen (15) days from the date the notice is sent, or if the Laid Off Individual applies but is not offered reemployment, their name shall remain on the recall list for the remainder of the two-year period. If the Laid Off Individual is offered reemployment under this section, the offer must be accepted within thirty (30) days, such acceptance to take effect not later than the beginning of the Academic Term specified in the offer. If the offer is not accepted, the Laid Off Individual's name shall be deleted from the recall list and the Employer shall have no further obligation to the Laid Off Individual.

3. While a Laid Off Individual remains on the Recall List, the Employer will not hire a new individual to teach a course (or perform a librarianship duty) taught (or performed) by the Laid Off Individual while on the Recall List without first offering the opportunity to the Laid off Individual. The Laid Off Individual's refusal or acceptance of the opportunity will not affect their status on the Recall List.
4. It shall be the Laid Off Individual's responsibility to keep the Employer advised of their current personal email address and personal physical mailing address. Notices under Section B, Recall Rights, shall be sent to the Laid Off Individual's last known email address and to their last known physical mailing address.

C. Rights Upon Reinstatement

1. If a position is reinstated and an offer of reemployment in that position is accepted by a Laid Off Individual who was tenured and held the position (job title and Department) on the date of layoff, the Laid Off Individual shall be reinstated at the same tenure and faculty rank held on the date of the layoff.
2. The salary of a Laid Off Individual who is reinstated to a Bargaining Unit position shall be adjusted to reflect nondiscretionary increases to which the Employee would have been entitled if not laid off.

Article 25: Transfers Within and Return To the Bargaining Unit

Section 25.01: Transfers within Bargaining Unit

An Employee who desires to transfer to another position in the bargaining unit in a different Department and/or College, may apply for jobs posted on the University's job posting website. If no position is posted on the job posting website, the Employee may submit a request for a transfer, through the Employee's Department Chair and Dean, to the Provost. The Provost will review the Employee's request with the affected Department Chairs and Deans, who will seek input from the appropriate DFSC/SFSC/CFSC (as provided under the Departmental and College practices and/or procedures) prior to providing a recommendation to the Provost. Within ninety (90) days of the submission of the Employee's request, the Provost (or designee) will notify the Employee whether the request has been approved or denied. If the Provost approves the request, the Employee will be transferred effective at the commencement of the next Academic Year.

Section 25.02: Returning to the Bargaining Unit

An Employee who accepts a position outside of the bargaining unit who subsequently returns to the bargaining unit, shall, upon the Employee's return, be paid a monthly salary no less than the monthly salary the Employee would have been paid had the Employee remained in the bargaining unit, not including discretionary (i.e., merit) raises.

Article 26: Discipline

Section 26.01: Introduction

As applied to Employees covered by this Agreement, the provisions of this Article supersede the disciplinary provisions set forth in the University Faculty Appointment, Salary, Promotion, and Tenure Policies and any disciplinary provisions of College and/or Departmental/School Appointment, Salary, Promotion, and Tenure Policies. Discipline of Employees is an administrative function managed through the Office of the Provost in consultation with the Department and/or College.

Section 26.02: Progressive Discipline

The Parties agree to the general principles of progressive discipline and that the University shall only discipline Employees for just cause in a timely manner. Discipline will be limited to the following:

1. Verbal Warning
2. Written Warning (which may include a remediation plan)
3. Suspension (with or without pay)
4. Dismissal

While the Parties agree with the general principles of progressive discipline, they also recognize that 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) or conduct giving rise to the disciplinary action. As a result, the parties understand and agree that the above-described steps may be modified depending upon the circumstances giving rise to the disciplinary action.

All disciplinary suspensions will be for a specified period of time.

Section 26.03: Investigation

- A. Investigations shall be conducted and concluded in a timely manner. In situations when an Employee has been notified that they are under investigation, the Employee and the Union will be provided with an update upon request but no more frequently than every thirty (30) days thereafter.
- B. **Investigatory Interview:** Prior to determining whether discipline may be appropriate, the Employer shall interview the Employee who is potentially subject to discipline regarding the circumstances that may lead to discipline. The Employee will be given at least seventy-two (72) hours' notice prior to the commencement of any such interview unless circumstances are such that the meeting must occur earlier. This notice shall include a statement of the reasons for the investigation. The Employee shall have the right to Union representation during this interview. If either

the Employee or a Union representative (if applicable) are not available, the Employee has the right to a reasonable delay in scheduling the investigatory interview until the Employee and (if applicable) a Union representative are available.

- C. Unless required by law, investigatory or administrative necessity as determined by the Employer, or the terms and conditions of this Agreement, the Employer shall not disclose that an Employee is under investigation or the details of the investigation.

Section 26.04: Post-Investigation

- A. If, after an investigatory interview and upon completion of the investigation, the Employer determines that no discipline will be issued, within ten (10) days after completion of the investigation the Employer will notify the Employee and Union of such.
- B. If, after an investigatory interview and upon completion of the investigation, the Employer determines that discipline should be issued, within ten (10) days after the completion of the investigation, and prior to any discipline above a verbal warning being imposed on the Employee, the Provost (or designee) shall hold a post-investigation meeting with the Employee to notify the Employee that discipline is being considered, to present the alleged violation and related documentation, and to discuss possible resolution of the matter. The Union President shall be informed of this meeting. The Employee shall have the right to Union representation at this meeting. The Union representative and the Employee will normally be given at least twenty-four (24) hours' notice prior to the commencement of any such meeting unless the circumstances leading to discipline are such that the meeting must occur earlier.

Section 26.05: Notification of Discipline

- A. The Employer will provide the Employee with written notification of any discipline issued to the Employee, including a statement of the reasons for the discipline. If, after 36 months following the issuance of discipline to an Employee, there has been no other discipline issued to the Employee, the Employee may request that the Employer remove the written notification of discipline from the Department/School Personnel Records. In such cases, the Employer will remove the written notification of discipline from the Employee's Department/School Personnel Records. Nothing in this Article is intended to prevent the Employer from maintaining the written notification of discipline in files in any other University offices, or in the official Personnel File, and utilizing the written notification of discipline (e.g., for purposes of progressive discipline, responding to claims of discrimination, etc.).
- B. Before a disciplinary suspension or dismissal may be issued, the terms of Section 26.06, below, shall apply.
- C. It is not the intent of the Employer to disclose that an Employee has been disciplined or the details of the discipline unless required by law, investigatory or administrative

necessity as determined by the Employer, or the terms and conditions of this Agreement. The Employer will instruct its Department Chairs and other administrators of the need to maintain confidentiality in the disciplinary process.

Section 26.06: Suspension and Dismissal Review Panel

- A. This Section applies only to Disciplinary Suspensions and Dismissals after completion of the post-investigation meeting and does not apply to Suspensions Pending Investigation, Verbal Warnings, or Written Warnings.
- B. If, following the post-investigation meeting, the Employer determines that the appropriate level of discipline is either a suspension (with or without pay) or dismissal, the Employer will notify the Employee and Union in writing of the intended discipline. Within five (5) days of the Employer sending the written notice of the intended discipline, the Employee may request a hearing before the Suspension and Dismissal Review Panel. Such request must be submitted in writing to the Provost (or designee). If the Employee does not submit a timely written request for a hearing before the Suspension and Dismissal Review Panel, the Employer may issue the intended discipline.
- C. If the Employee submits a timely written request for a hearing, within five (5) days of the Provost's Office receipt of that request, a Preliminary Panel of ten (10) individuals will be drawn by lottery from the Suspension and Dismissal Review Panel Pool to serve on the Suspension and Dismissal Review Panel.
 - 1. The Suspension and Dismissal Review Panel Pool shall consist of one (1) tenured faculty member from Milner Library, one (1) tenured faculty member from Mennonite College of Nursing, and one (1) tenured faculty member from each Department or School in each of the other University Colleges. Members of the Suspension and Dismissal Review Panel Pool shall serve two (2) year terms and shall be elected, as needed, by the Employees in the applicable Department or School (or if the Employee is from Milner Library or the Mennonite College of Nursing, by Employees in the Milner Library or the Mennonite College of Nursing, respectively) by May 1 of each academic year for terms that commence at the start of the following fall semester. No faculty member may serve more than two (2) consecutive terms on the Panel.
 - 2. No Pool member from an Employee's Department or School (or, if an Employee is from Milner Library or the Mennonite College of Nursing, the Milner Library or the Mennonite College of Nursing, respectively) shall be eligible to be included in the lottery for the Suspension and Dismissal Review Panel for that Employee.
 - 3. A Pool member who is selected for the Preliminary Panel must recuse themselves from serving on the Panel in the event they have a conflict of interest or the inability to analyze the case impartially. Such recusal must

occur within five (5) days of the Pool member's selection to serve on the Preliminary Panel.

4. Within five (5) days of the selection of the Preliminary Panel, the Employee and the Employer may strike up to two (2) panel members each for any reason.
 5. A five (5) member Panel will be selected by lottery from the members of the Preliminary Panel who remain after recusals or strikes. Should fewer than five (5) members remain on the Preliminary Panel, the Employee and the Employer shall mutually agree on the selection of additional panel members from members of the Pool, until a five (5) member Panel has been finalized.
 6. Once the Panel has been finalized, the Employer shall provide Panel members with information regarding just cause, progressive discipline, and panel procedures and expectations. Upon ratification of this Agreement, the Employer and the Union will meet to allow the Union to provide input on the materials developed by the Employer for this purpose.
- D. The Panel shall hold the hearing within ten (10) days of finalization of the five (5) member Panel.
1. The hearing shall not be formally transcribed or otherwise recorded and shall be completed in the same day it begins. Individual participants may take informal notes during the hearing.
 2. At the hearing, the Employer shall present the basis for the discipline and the Employee for whom discipline is being considered shall have the opportunity to respond to the evidence presented.
 3. Either party may present witnesses to speak at the hearing.
 4. The Employee shall be entitled to have a Union representative present at the hearing, whose role shall be limited to responding to questions from the panel to the Union representative regarding the contractual disciplinary process, advising the Employee, and, if the Employee prepares an opening and/or closing statement but does not wish to read them to the Panel, reading the statement(s) the Employee prepared (in lieu of the Employee).
 5. The Employer shall release the Employee and panel members from scheduled obligations to attend the hearing described in this Section.
 6. If the Panel fails to hold the hearing within ten (10) days of finalization of the five (5) member Panel, no hearing will be held and the Employer may issue the intended discipline. The timeline set forth in this paragraph may be extended by mutual agreement of the Union and the Employer.
- E. Within ten (10) days after the hearing, the Panel shall submit its report, in writing, to the Provost (or designee), the Employee, and the Union. This report will be limited to one of the following recommendations, with explanation for the recommendation: (1) the intended discipline is warranted; (2) discipline is warranted, but not the intended discipline, in which case the Panel will identify the recommended alternative

discipline; or (3) no discipline is warranted. If the Panel fails to submit its report within ten (10) days of the hearing, no report will be submitted and the Employer may issue the intended discipline.

- F. If the Employer elects to take action other than that recommended by the Panel, the Employer shall provide a written explanation for this decision to the Employee and the Union. This written explanation will be provided at the same time the Employer provides the Employee with written notification of the discipline.

Section 26.07: Suspension Pending Completion of an Investigation

Nothing in this Article is intended to prohibit the Provost from immediately suspending an Employee, with pay, (a) in circumstances involving a credible threat(s) of imminent harm to the faculty member in question, other employees, students, or University property by the Employee; or (b) in circumstances involving severe disruption that prevents colleagues from effectively performing their teaching, research, and/or service, or students from effectively receiving their education, services, or the benefits of the University programming due to the Employee's actions; or (c) when necessitated by criminal investigations or legal proceedings involving the Employee, pending completion of the investigation. If the Provost issues a suspension under this Section 26.07, the Provost (or designee) shall notify the Union within one (1) workday of the suspension being issued. Such suspensions are not final disciplinary actions and are not subject to review by a Suspension and Dismissal Review Panel. Such suspensions may not be grieved, with the exception of a Suspension Pending Completion of an Investigation issued under (b), above, in which case the Union reserves the right to grieve whether such a severe disruption existed.

Section 26.08: Union Representation

The right to Union representation set forth in this Article is intended to reflect the requirements under the 1975 NLRB v. J. Weingarten Inc. U.S. Supreme Court Decision. Under this decision, in addition to the right to Union representation set forth in this Article, an Employee has the right to Union representation in any meeting in which the Employee has a reasonable belief that the meeting may result in discipline.

Article 27: Grievance Procedure

Section 27.01: Purpose

The purpose of this Article is to establish a prompt and efficient procedure for the investigation and resolution of Grievances. The Employer and the Union encourage the informal resolution of Grievances and agree that the Parties should attempt to resolve problems through open communication before the filing of a Grievance. The procedures

hereinafter set forth shall be the sole and exclusive method of resolving the Grievances of Employees and the Union, except as otherwise provided in or expressly excluded by this Agreement. All Grievances shall be filed in accordance with the provisions herein. The Employer shall be under no obligation to process or consider a grievance that is not filed in accordance with the procedures set forth in this Article.

Section 27.02: Definitions

- A. A Grievance is a dispute or difference between the Parties with respect to the application, administration, interpretation, or meaning of the express provisions of this Agreement.
1. Alleged violations of: 1) Federal and State laws and regulations; 2) rules of Federal and State agencies which have the force and effect of law; 3) Board Governing Documents (including but not limited to Governing Statutes, Policies, By Laws and Regulations), as such may be amended from time to time; 4) policies, procedures, and provisions of employment as established by the University, except as otherwise expressly provided for in this Agreement; and 5) decisions based on the academic judgment of University administration (e.g., a judgment concerning application of evaluation criteria in decisions on retention, professional advancement, tenure, acceptability of sabbatical proposals) are not subject to the Grievance Procedure set forth in this Article.
 2. Matters falling under the jurisdiction of the Academic Freedom, Ethics and Grievance Committee (AFEGC) shall be subject to the appeals procedures in University Policy [3.3.8](#) (Faculty Academic Freedom, Ethics, and Grievance) and shall not be subject to the Grievance Procedure set forth in this Article. However, any discipline issued by the Employer as a result of an AFEGC proceeding, whether or not it was recommended by the AFEGC, may be grieved
 3. Matters of academic integrity shall be subject to the procedures in University Policy [1.8](#) (Integrity in Research, Scholarly, and Creative Activities) and shall not be subject to the Grievance Procedure set forth in this Article. However, any discipline issued by the Employer as a result of any such a proceeding may be grieved.
 4. Any dispute an Employee may have relating to reappointment, performance evaluation, promotion, tenure, and post-tenure review shall be handled under the appropriate ASPT appeal procedure and, if applicable, the appeal procedure in Article 28, Section .04 (Reappointment, Evaluation, Promotion, Tenure, and Post-Tenure Review), and, except as provided in Article 28, Section .04, shall not be subject to the Grievance Procedure set forth in this Article.
- B. The Grievant shall mean an Employee, a group of Employees named in a Grievance as it relates to them, the Union in a Grievance as it relates to the Union as an

organization, or the Union as it relates to a Grievance filed by the Union on behalf of an Employee or on behalf of a group of Employees named in a Grievance.

Section 27.03: Time Limits

- A. The Parties recognize that day-to-day problems may be discussed between Employees and administrators. Such informal discussions are encouraged but shall have no effect upon the time limits set forth in this Agreement.
- B. Failure of the Grievant or the Union to comply with the time limits of this Article shall render the Grievance null and void and bar subsequent filing of the Grievance.
- C. Failure of the Employer to respond to the Grievant or Union within the time limits of this Article shall allow the Grievant or the Union to move the Grievance to the next step.
- D. Time limits may only be extended by mutual written agreement of the Union (or the Grievant, if representing themselves) and the Director Labor Relations (or designee), which may be via email.

Section 27.04: Procedure

- A. For purposes of the Procedure set forth below, when filing or responding to a Grievance in writing, such writing may be transmitted by email or in person.
- B. **Step 1:** Within fifteen (15) workdays after the occurrence giving rise to the Grievance, or within fifteen (15) workdays after the Grievant knows or reasonably should have known of the conditions giving rise to the Grievance, the Grievant and/or the Union shall schedule a Step 1 meeting with the Department Chair (or designee) to discuss and attempt to resolve the Grievance. When scheduling this meeting, the Grievant and/or Union must clearly identify to the Department Chair (or designee) that the purpose of the meeting is to discuss a Grievance. The meeting must be held within ten (10) workdays following the request for the meeting, unless there are extenuating circumstances preventing the meeting being held within the ten (10) workday time limit, at a day and time convenient to all parties. The Department Chair (or designee) shall provide a verbal Step 1 response within ten (10) workdays after the meeting. At the same time the Step 1 response is given, both the Department Chair (or designee) and the Grievant will sign and date a form, mutually agreed to by the Union and Director of Labor Relations (or designee), acknowledging that a Step 1 response has been given. Failure of the Department Chair (or designee) to sign and date this form will be treated in the same manner as failure to respond to the Grievance at Step 1; failure of the Grievant to sign and date this form will be treated as withdrawal of the Grievance. The Grievant will forward a copy of this form to the Union and the Department Chair (or designee) will forward a copy of this form to the Director of Labor Relations (or designee). Step 1 Grievance resolutions shall be consistent with the terms of this Agreement and shall be non-precedent setting.
- C. **Step 2:** If the Grievance is not resolved at Step 1, and the Grievant or Union wishes to appeal the Grievance to Step 2, the Grievance shall be reduced to writing on a

standard form mutually agreed to by the Union and the Director of Labor Relations (or designee) and signed by the Grievant or a Union representative. The written Grievance shall contain:

1. a complete and specific statement of the dispute and of the alleged facts giving rise to the dispute (including the time, date and place of the event or act giving rise to the dispute),
2. the exact provision or provisions of this Agreement alleged to have been violated,
3. a statement of how the provision or provisions were alleged to be violated, and
4. the specific relief requested.

To the extent this information is not included on the written Grievance when filed, it will not invalidate the Grievance; however, the Grievant or Union will be required to supplement the Grievance in writing, with the additional required information, within five (5) workdays following the conclusion of the Step 2 meeting or the Grievance will be considered withdrawn, and the Employer will not be required to process or continue processing the Grievance.

The written Grievance shall be filed with the Department Chair (or designee) within ten (10) workdays after the Step 1 meeting response or within ten (10) workdays after the date the response was due if none was given.

Within ten (10) workdays of the date on which the written Grievance was received, the Department Chair (or designee) shall initiate scheduling a Step 2 meeting at a day and time convenient to all parties. During this meeting, the parties shall have the right to present any evidence and information relevant to the Grievance. The Department Chair (or designee) shall issue a written Step 2 response to the Grievance within ten (10) workdays following the meeting (or, if applicable, within ten (10) workdays after receipt of a written supplement following the conclusion of the Step 2 meeting in accordance with the above). Resolutions of Grievances at Step 2 shall be non-precedent setting.

- D. **Step 3:** If the Grievance is not resolved at the Step 2, and the Union wishes to appeal the Grievance to Step 3, the Grievance along with the Step 2 response shall be filed in writing with the Director of Labor Relations (or designee) within ten (10) workdays after the Step 2 response was issued or within ten (10) workdays after the date the Step 2 response was due if none was given. The Director of Labor Relations (or designee) shall, within fifteen (15) workdays of receipt of the appeal to Step 3, initiate scheduling a Step 3 meeting at a day and time convenient to all parties. During this meeting, the parties shall have the right to present any evidence and information relevant to the Grievance. The Director of Labor Relations (or

designee) shall issue a written Step 3 response to the Grievance within fifteen (15) workdays following the meeting.

E. Waivers of Step 1 and/or Step 2

With mutual written agreement of the Union and the Director of Labor Relations (or designee), which may be via email, Step 1 and/or Step 2 of the Grievance procedure may be waived. If only Step 2 is being waived, the agreement must be reached and the written Grievance must be submitted directly to the Director of Labor Relations (or designee) within the time limits to file at Step 2. In all other cases, the agreement must be reached and the written Grievance must be submitted directly to the Director of Labor Relations (or designee) within the time limits to file at Step 1. In all such cases the requirements of a written Grievance as set forth in Section 04, Sub-Section C shall continue to apply.

F. Optional Mediation

If the Grievance is not resolved at Step 3, the Union and the Director of Labor Relations (or designee) may, upon written mutual agreement, request the mediation services of the Federal Mediation and Conciliation Service or similar service that is mutually agreeable to both parties. Requests for mediation should be filed with the other party prior to, or jointly with, any notice of intent to proceed to arbitration. If the Parties reach agreement in mediation, the terms of the Parties' agreement, including whether the agreement shall be precedent setting, shall be reduced to writing.

G. Arbitration

1. Intent to Arbitrate

If the Grievance is not resolved at Step 3, the Union may file a written notice of intent to arbitrate. This notice must be filed with the Director of Labor Relations (or designee) within fifteen (15) workdays after receipt of the Step 3 response or within fifteen (15) workdays after the date the Step 3 response was due if none was given.

2. Selection of Arbitrator

Within ten (10) workdays of the Grievance being advanced to arbitration, the Parties will attempt to mutually agree on an arbitrator.

If the Parties are unable to mutually agree on an arbitrator within the ten (10) workday period, the Parties shall within five (5) workdays jointly request, from the Federal Mediation and Conciliation Service (FMCS) or similar service that is mutually agreeable to both parties, a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators. Each Party shall have the right to reject the complete arbitrator list one (1) time provided the rejection occurs within ten (10) workdays of receiving the panel and a new panel is requested within five (5) workdays after the rejection. Within ten (10) workdays after

receipt of the panel, the Parties shall alternately strike names until a single name remains, who shall be the arbitrator. The Union shall strike the first name. The Parties will notify the arbitrator of their selection within three (3) workdays.

3. Arbitration Costs

The cost for the 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.

4. Limitations of the Arbitrator

The arbitrator shall have no jurisdiction or 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 issue necessary to resolve the Grievance without recommendation or comment on any other matter. The arbitrator shall not have jurisdiction or authority to act upon any concern, issue, or condition not identified in writing at Step 2 (or, if Step 2 was waived by mutual written agreement, Step 3) 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 or rules and/or regulations having the force and effect of law.

Where the administration has made an academic judgment, the arbitrator shall not substitute the arbitrator's judgment for that of the administration. Nor shall the arbitrator review such decision except for the purpose of determining whether the procedure for making such decision violated this Agreement.

In those instances where the Parties have expressly agreed to permit grievances on whether an appropriate procedure was followed, with respect to administrator decisions made as part of that procedure, the arbitrator shall not substitute the arbitrator's judgement for that of the administration. Nor shall the arbitrator review such decision(s) except for the purpose of determining whether the procedure was followed.

The arbitrator's authority shall be limited to determining whether the Employer has violated arbitrable provisions of this Agreement. If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the Employer to take appropriate action. An arbitrator's award may be retroactive as the equities of the Grievance may demand, but in no case shall any award, including any award of back salary, be retroactive to a date earlier than thirty (30) calendar days prior to the date the Grievance was initially filed in accordance with this Article, or the date on which the violation occurred, whichever is later.

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 (if applicable), whichever is later. The decision and award shall be based solely upon the arbitrator's interpretation of the meaning or application of the Agreement to the facts presented in the Grievance. Arbitration awards rendered in accordance with the Arbitration provisions of this Agreement will be final and binding on the Parties. Nothing in this Article shall be construed as a waiver of the Employer's legal right to challenge an arbitration decision.

Section 27.05: No Reprisals

No reprisals of any kind shall be taken by the Employer against an Employee because of the Employee's participation in this Grievance procedure. Similarly, no reprisals of any kind shall be taken by the Union and/or Grievant against the Employer, or representative thereof, for their participation in the Grievance procedure.

Section 27.06: Union Representation

- A. The Employer acknowledges the right of the Union's grievance representative to participate, at the request of the Grievant, in the processing of a Grievance at any level. No Employee shall be required to discuss a Grievance without Union representation present.
- B. Employees may also represent themselves in a Grievance at Step 1 and/or Step 2 of the Grievance procedure. When a Grievant is not represented by the Union:
 - 1. if a Step 2 Grievance is filed, the Employer will notify the Union and provide the Union a copy of the Grievance form at least one (1) workday prior to the Step 2 meeting, and a Union representative may be present at the Step 2 meeting as a non-participatory observer;
 - 2. the Union may request and will be granted an opportunity to present its views about the Grievance;
 - 3. only the Union may advance a Grievance to Step 3 and to Arbitration; and
 - 4. any resolution of the Grievance shall be consistent with the terms of this Agreement, and shall not be construed as establishing precedent.

Section 27.07: Appearances

If it is necessary for an Employee to participate in a Grievance proceeding during working hours, the Employee's salary shall neither be reduced nor increased for time spent in such activities. Prior to participation in any such proceeding, the Employee must complete a Faculty Notice of Absence from Scheduled Duties form and secure prior approval from the Employee's immediate supervisor (or designee) for their absence from a scheduled duty (exclusive of rescheduling of office hours).

Section 27.08: Choice of Forums

If a Grievance is filed under the procedures of this Article and the Grievant has presented or presents a concern related to the same circumstances in another venue (e.g., University committee; local, State, or federal commission or agency; State or federal court; etc.), the Grievance will be considered withdrawn, and the Employer will not be required to process or continue processing the Grievance, except as otherwise provided in this Agreement.

Section 27.09: Miscellaneous

- A. The filing or pendency of any Grievance under this Article shall not operate to impede, preclude, or delay the Employer from taking the action that formed the basis of the Grievance.
- B. All documents, communications, and records dealing with the processing of a Grievance shall be filed separately from the personnel files of the participants.
- C. If the Parties agree that the same set of facts is involved in more than one Grievance, the Grievances may be combined.
- D. The Union may not introduce information not presented in Step 2 at Step 3 or in the Arbitration Step.

Article 28: Reappointment, Evaluation, Promotion, Tenure, and Post-Tenure Review

Section 28.01: General Principles

Unless modified by an express provision of this Agreement, the provisions set forth in the University Faculty Appointment, Salary, and Promotion and Tenure (“ASPT”) Policies, as it applies to Employees, govern. Consistent with the ASPT, each Department and School shall develop Department/School policies and procedures for reappointment, performance evaluation (including a process for external peer review), promotion, tenure, and post-tenure review (including metrics for such reviews).

Section 28.02: Evaluation

- A. Adequate evaluation of teaching requires consideration of a variety of contributions that results from common teaching activities, including valuing student feedback. Student reactions to teaching performance may not be the sole contribution considered in an annual evaluation of an Employee’s teaching performance.
- B. If a formal teaching observation is intended for use in an Employee’s annual evaluation, the Employee will be provided at least two (2) workdays advance written notice. If an Employee reasonably believes a scheduled observation will either not provide a representative example of their pedagogy or significantly disrupt the

planned learning activities for that day, they may request an alternative observation day.

- C. Formal observation feedback, student reactions to teaching, and other documents or artifacts that have not already been made available to the Employee but will be presented by the Employer to the DFSC/SFSC for use in the Employee's annual evaluation will be made available to the Employee normally no later than December 23 of the Calendar Year being evaluated but under no circumstances later than December 31 of that Calendar Year.

Section 28.03: Faculty Advocate

An Employee may be accompanied by a faculty advocate during the formal tenure and/or promotion process, and that advocate may be a Union representative. The faculty advocate may provide advice to the Employee but may not address the committee or otherwise argue on the Employee's behalf. The faculty advocate may answer questions directed to them, if the University ASPT policy specifically provides this right to a faculty advocate.

Section 28.04: Dispute Resolution

- A. Any dispute an Employee may have relating to reappointment, performance evaluation, promotion, tenure, and post-tenure review shall be handled under the appropriate ASPT appeal procedures and, if applicable, sub-section 28.04 B of this Section, and, except as provided in sub-section 28.04 C of this Section, shall not be subject to the Grievance Procedure (Article 27) of this Agreement.
- B. In addition to the existing appeal procedures set forth in the ASPT, if tenure is recommended by the DFSC/SFSC and the CFSC, but not the Provost, and the Employee wishes to request an appeal of a negative recommendation by the Provost with respect to tenure, the Employee may direct a request to the Faculty Review Committee (FRC), and the FRC will process the request as follows:
 - 1. the Employee must inform the chair of the FRC that they intend to file an appeal of the Provost's recommendation by March 26;
 - 2. the Employee must file the appeal with the FRC by April 1;
 - 3. the FRC must complete its review of the tenure appeal and report its recommendation to the President, the Employee, and the Provost by April 30;
 - 4. if the University is officially closed on any of the above dates, the action must be completed on the next business day after the closing; and,
 - 5. other than the above dates and consideration of the recommendation of the Provost, rather than the recommendation of the DFSC/SFSC or the CFSC, the appeal will follow the same procedure as an appeal of a negative tenure recommendation from the DFSC/SFSC or the CFSC, as outlined in the ASPT.

- C. If, upon receiving a final decision, the Employee believes the appropriate ASPT reappointment, performance evaluation, promotion, tenure, or post-tenure review procedure was improperly followed, the Employee may file a Grievance over whether the appropriate procedure was followed under Article 27 (Grievance Procedure) of this Agreement.

Article 29: Assignment of Duties

Section 29.01: General

The Department Chair (or designee) is responsible for prioritizing and assigning duties, responsibilities, and teaching schedules (including adjustments for reassigned time, if any) consistent with the Employer's assessment of program needs and available resources. Relevant and appropriate duties, responsibilities, and teaching schedules for each Employee will be determined and assigned by the Department Chair (or designee) after consultation with others in the Department and the Employee, and after consideration of the Employee's stated preferences (if provided), subject to the approval by the Dean (or designee). Because the University expects from all Employees consistent high-quality performance in the mutually supportive areas of teaching/librarianship, scholarly and creative productivity, and service, Employee assignments shall be designed to support and not to inhibit the ability of Employees to contribute in teaching/librarianship, scholarly and creative productivity, and service over their term of employment. Assignments may differ from person to person in a given year, and an Employee may complete several types of assignments during the course of several years.

Section 29.02: Annual Assignment Letters

The Department Chair (or designee) shall provide each Employee an assignment letter for the academic year by August 15, specifying expectations for teaching/librarianship, scholarly and creative productivity, service, and/or other responsibilities. This document shall also include what courses, Departmental service duties, and, if known, College and/or University service duties are tentatively assigned to the Employee. Any change in assigned duties will be provided in writing by the Department Chair (or designee) to the Employee.

Section 29.03: Notification of Courses and Teaching Schedules

The Department Chair (or designee) shall communicate to each Employee, in writing and in a timely manner, prior to the start of advanced course registration, the courses they are expected to teach. The Department Chair (or designee) will make teaching schedules

available to each Employee by May 15 for the following fall semester and by December 1 for the following spring semester.

Section 29.04: Changes in Teaching Schedules

The Department Chair (or designee) will attempt to discuss any changes to an Employee's tentative teaching schedule with the Employee, and consider the Employee's preferences (if provided), prior to implementation of such change(s). In addition, when the Department Chair (or designee) is making a decision regarding whether to reassign an Employee to a course that has not already been assigned to another individual, (whether the course is already on the schedule or is being newly placed on the schedule), factors the Department Chair (or designee) will take into consideration include but are not limited to:

- the courses the Employee has previously taught;
- the other courses the Employee is already scheduled to teach that academic term and whether another section of one of those courses is available; and,
- the courses the Employee is qualified and competent to teach, in the judgement of the Department Chair (or designee).

The Department Chair (or designee) reserves the right to make the final decision regarding the course to which the Employee will be reassigned. Nothing in this section requires a Department Chair (or designee) to remove an individual from a course they are assigned to teach in order to assign the course to the Employee.

Article 30: Workload

Section 30.01: Workload Policy Development

A. University Workload Policy

1. Within one (1) month following ratification of this Agreement, the Employer and the Union shall create a committee to develop a University workload policy. This committee shall have two members appointed by the Union and two members appointed by the Employer.
2. The committee to develop the University workload policy shall provide their recommendations to the Provost (or designee).
3. The Provost (or designee) shall either approve the recommended University workload policy or return it to the committee with written feedback for revision.

- a. If the Provost (or designee) returns the recommended policy to the committee, the committee will revise and return the policy to the Provost (or designee), who will make the final determination on the University workload policy, taking into account the recommendation of the committee.
4. The Provost (or designee) will establish timelines for completion of the University workload policy development procedures outlined herein.
5. The Provost (or designee) may initiate the process for subsequent revisions to the University workload policy, following this same procedure, provided that (except under extraordinary circumstances) the University workload policy may only be changed once during the term of this Agreement.
6. If, upon receiving a final decision from the Provost (or designee), the Union believes the University workload policy development or revision procedure was not followed, the Union may file a Grievance over whether the appropriate procedure was followed under Article 27 (Grievance Procedure) of this Agreement.

B. College Workload Policies

1. Within one (1) month following ratification of this Agreement, the Employer and the Union shall create a committee from each College to develop a workload policy for that College. Each of these committees shall have two members appointed by the Union and two members appointed by the Employer; all four (4) committee members for each College committee will be from that College.
2. Following the Provost's approval of the University workload policy, these committees will develop workload policies for their College and will provide their recommendations to the Dean (or designee).
3. The Dean (or designee) shall either approve the recommended College workload policy or return it to the committee with written feedback for revision.
 - a. If the Dean (or designee) returns the recommended policy to the committee, the committee will revise and return the policy to the Dean (or designee), who will make a determination on the College workload policy, taking into account the recommendation of the committee.
4. College workload policies approved by the Dean (or designee) will be submitted to the Provost (or designee) for final approval.

5. The Provost (or designee) shall either approve the recommended College workload policy or return it to the Dean with written feedback for revision.
 - a. If the Provost (or designee) returns the recommended policy to the Dean, the Dean will revise and return the policy to the Provost (or designee), who will make the final determination on the College workload policy, taking into account the recommendation of the Dean.
6. The Provost (or designee) will establish timelines for completion of the College workload policy development procedures outlined herein.
7. The Dean (or designee) may initiate the process for subsequent revisions to the College workload policy, following this same procedure, provided that (except under extraordinary circumstances) a College's workload policy may only be changed once during the term of this Agreement.
8. If, upon receiving a final decision from the Provost (or designee), the Union believes the College workload policy development or revision procedure was not followed, the Union may file a Grievance over whether the appropriate procedure was followed under Article 27 (Grievance Procedure) of this Agreement.

C. Department Workload Policies

1. By the end of the next full academic year following ratification of this Agreement, each Department (including, as Colleges without Departments, Mennonite College of Nursing and Milner Library) is responsible for developing a Department workload policy that establishes standards and expectations for teaching/librarianship, scholarly and creative productivity, and service requirements. Teaching/librarianship, scholarly and creative productivity, and service are as defined in the University, College, and Department ASPT documents.
2. Each Department workload policy will be developed as follows:
 - a. The Department's Faculty Status Committee (DFSC) will, after discussion with the Employees in the Department, initially draft the Department workload policy, which must be in accordance with discipline and doctoral high research activity (R2) norms and may maintain current Department teaching loads and other Department workload practices, and submit the Department workload policy to the Employees in the Department for approval by a simple majority.
 - b. Department workload policies approved by the Department will be submitted to their College Faculty Status Committee (CFSC) for review. The CFSC will review the Department workload policy and forward it to the Dean (or designee) with their recommendation.
 - c. If the Dean (or designee) does not approve a Department workload policy, it will be returned with a written explanation to the applicable DFSC for

- revision(s). The DFSC will revise the Department workload policy to address the identified concern(s) and reinitiate the review and approval process.
- d. Department workload policies approved by the Dean (or designee) will be submitted to the Provost (or designee) and the Union for review.
 - e. If neither the Provost (or designee) nor the Union has concerns with a Department workload policy, it will be approved by the Provost and will be implemented at the start of the following academic year.
 - f. If either the Provost (or designee) or the Union has concern(s) with a Department workload policy, they will submit their concern(s) in writing to a standing joint Department Workload Policy Review Committee.
 - i. The Department Workload Policy Review Committee will have a representative of each College appointed by the Employer and a representative of each College appointed by the Union.
 - ii. This Committee will be responsible for developing a recommendation to the Provost (or designee) to address the concern(s) raised by the Union and/or the Provost (or designee) with the Department workload policy.
 - iii. Representatives of the College for the Department in question may participate in discussion concerning the Department workload policy but may not vote on the final recommendation of the committee.
 - g. The Provost (or designee) will make the final determination on the Department workload policy, taking into account the recommendation of the Committee. If the Provost (or designee) does not accept the recommendation of the Committee, the Provost (or designee) will provide a written explanation to the Committee. The final Department workload policies approved by the Provost (or designee) will be implemented at the start of the following academic year.
 - h. Within sixty (60) days following ratification of this Agreement, the Provost (or designee) will establish timelines for completion of the Department workload policy development procedures outlined herein. If a Department fails to draft, approve, and submit a Department workload policy to the Dean by the deadline established by the Provost (or designee), the procedures outlined herein will not apply and the Provost (or designee), in consultation with the Dean (or designee), will instead establish a workload policy for the Department.
3. A Department Chair (or designee) may initiate the process for subsequent revisions to the Department workload policies, following this same procedure, provided that (except under extraordinary circumstances) a Department's workload policy may only be changed once during the term of this Agreement.

4. If, upon receiving a final decision from the Provost (or designee), the Union believes the Department workload policy development or revision procedure was not followed, the Union may file a Grievance over whether the appropriate procedure was followed under Article 27 (Grievance Procedure) of this Agreement.

Section 30.02: Department Workload Policy Requirements (Excluding Milner Library)

Each Department workload policy (including, as a College without Departments, the workload policy for Mennonite College of Nursing) must be consistent with University and College workload policies and the terms of this Article and must:

- A. provide a maximum number of twenty-four (24) credit hours (or equivalent contact hours) per academic year for each 1.0 full time equivalent Employee for teaching, along with routinely expected professional obligations.
- B. provide when reductions in the standard annual faculty teaching load provided for in Section 30.02 A above, are justifiable due to scholarly and creative productivity, course buyouts, assigned administrative responsibilities, and assigned institutional and departmental service responsibilities. Employees engaged in sufficient scholarly and creative productivity and assigned institutional and departmental service responsibilities shall not be assigned more than eighteen (18) credit hours (or equivalent contact hours) per academic year for teaching and routinely expected professional obligations.
 1. Nothing in this Agreement shall be construed as preventing the Employer from assigning Employees fewer than eighteen (18) credit hours (or equivalent contact hours) per academic year for teaching to account for course reassignments due to scholarly and creative productivity, course buyouts, assigned administrative responsibilities, and assigned institutional and departmental service responsibilities.
 2. With mutual agreement between an Employee and the Department Chair (or designee), to allow an Employee to maximize their strengths and/or to support the mission, goals, and needs of the Department, an Employee may be assigned more than eighteen (18) credit hours (or equivalent contact hours) per academic year for teaching, along with routinely expected professional obligations.
- C. Specify:
 1. that the following activities are an expectation of Employees that normally fall within the scope of an Employee's regular responsibilities:
 - o mentoring students (such as supervising independent studies, directed reading/research, and other similar activity)

- serving as a non-chair member of a master's thesis or doctoral dissertation committee or, where a master's thesis or doctoral dissertation is not required, supervising other degree-culminating/capstone projects (where master's or doctoral programs exist)
 - chairing a master's thesis committee or, where a master's thesis is not required, supervising other degree-culminating/capstone projects (where master's programs exist)
 - chairing a doctoral dissertation committee (where doctoral programs exist)
 - 2. the threshold that must be met for an Employee to receive reassigned time or additional compensation for the performance of these activities and, if that threshold is met, when the reassigned time or additional compensation will be allocated,
 - 3. that these activities must be approved in advance by the Department Chair (or designee) if the threshold will be exceeded, and under what other circumstances advance approval of these activities will be required by the Department Chair (or designee), and
 - 4. whether it is necessary to cap the quantity of these activities performed and, if so, the cap at which point any of these activities performed beyond the specified cap will not result in any additional reassigned time or additional compensation.
- D. in consultation with the Graduate School, define what is expected of chairs and members of master's thesis and doctoral dissertation committees (where master's or doctoral programs exist), including what, if any, expectations may arise outside the academic year.
- E. specify circumstances in which the number of credit hours of a course for workload purposes differ from the number of credit hours actually assigned to the course (e.g., what constitutes a "large" class for workload purposes).
- F. specify that, during their probationary period, each Employee will, upon request, receive one course reassignment equivalent to a three-credit hour course or, where four-credit hour courses are the norm, a four-credit hour course during a semester mutually agreeable between the Employee and the Department Chair (or designee) and that this does not preclude Department Chairs (or designees), in consultation with the Dean (or designee) from approving additional course reassignments to probationary Employees.
- G. specify any other activity that may warrant reassigned time or additional compensation.
- H. specify that the amount of reassigned time, if any, granted for any activity for which the Employee volunteers (such as providing professional or public service, or serving as the principal investigator for an externally funded grant) that is not otherwise

covered in the Department workload policy will be determined on a case-by-case basis by the Department Chair (or designee) in consultation with the Employee and subject to the approval of the Dean.

Section 30.03: Milner Library Workload

- A. Milner Library Employees are not typically instructors of record for courses; rather, when they teach, they teach at the request of and in consultation with the instructor of record within single or multiple class sessions of specific courses. Typically, instructional content includes library research skills and information literacy concepts. When a Milner Library Employee teaches a course as instructor of record, it is typically outside their regularly assigned workload.
- B. Milner Library Employees have 12-month appointments and are not eligible for summer or winter stipends. Typically, Milner Library Employees follow the University's administrative calendar. Like other Employees, Milner Library Employees are FLSA exempt; however, Milner Library Employees may be expected to work core hours, such as the University's normal operating hours (currently 8 am to 4:30 pm, M-F), with variations as appropriate (e.g., evening and weekend, special events or programs, research consultation, service or scholarship obligations, library instruction, and shifts on virtual reference).
- C. The Milner Library workload policy must be consistent with the University workload policy and the terms of this Article and must:
 - 1. provide per annual workload expectations for librarianship, along with routinely expected professional obligations (such as committee work and professional development).
 - 2. provide when reductions in the standard annual Milner Library Employee librarianship workload are justifiable due to scholarly and creative productivity, assigned administrative responsibilities, and assigned institutional and Milner Library service responsibilities.
 - 3. specify:
 - a. that the following activities are an expectation of Milner Library Employees that normally fall within the scope of an Employee's regular responsibilities:
 - mentoring students (such as supervising independent studies, directed reading/research, and other similar activity)
 - serving as a non-chair member of a master's thesis or doctoral dissertation committee or, where a master's thesis or doctoral dissertation is not required, supervising other degree-culminating/capstone projects (where master's or doctoral programs exist)
- D. the threshold that must be met for a Milner Library Employee to receive reassigned time or additional compensation for the performance of these activities and, if that

threshold is met, when the reassigned time or additional compensation will be allocated,

- E. that these activities must be approved in advance by the Dean (or designee) if the threshold will be exceeded, and under what other circumstances advance approval of these activities will be required by the Department Chair (or designee), and
- F. whether it is necessary to cap the quantity of these activities performed and, if so, the cap at which point any of these activities performed beyond the specified cap will not result in any additional reassigned time or additional compensation.
 - 1. specify that, during their probationary period, each Milner Library Employee will, upon request, receive a 12.5% workload reassignment during a semester mutually agreeable between the Employee and the Dean (or designee) and that this does not preclude the Dean (or designee) from approving additional workload reassignments to probationary Employees.
 - 2. specify any other activity that may warrant reassigned time or additional compensation.
 - 3. specify that the amount of reassigned time, if any, granted for any activity for which the Employee volunteers (such as providing professional or public service, or serving as the principal investigator for an externally funded grant) that is not otherwise covered in the Milner Library workload policy will be determined on a case-by-case basis by the Dean (or designee) in consultation with the Employee.

Section 30.04: Employee Accessibility

The Parties agree that in fulfilling their responsibilities in the areas of teaching/librarianship, research and creative productivity, and service, Employees have professional obligations to the University outside of regularly scheduled classes. Employees will be available to students on a regular basis outside of class in accordance with University, College, and Departmental policies.

Section 30.05: Right to Grieve Department Workload Policies

Employees may grieve alleged violations of Department workload policies established under Sections 2 and 3 of this Article according to the procedures outlined in Article 27 (Grievance Procedure) of this Agreement.

Article 31: Compensation

Section 31.01: Annual Base Salary Increases

- A. Annual Base Salary is compensation paid by the Employer as part of the Employee's regularly assigned duties. The contract term (e.g., 9-month appointment) and how

much of the employee's time is spent on teaching/librarianship, scholarly and creative productivity, service, or other activities does not impact the Annual Base Salary.

- B. Effective upon the first day of the first full month following the ratification date of this Agreement, each Employee in the bargaining unit on the ratification date of this Agreement will receive a 4.50% increase to their Annual Base Salary as follows:

1. Across-the-Board Increase: 2.75% of the Employee's Annual Base Salary.
2. Market Adjustment: 1.75% of the Employee's Annual Base Salary.

- C. Beginning in Fiscal Year 2026 and annually through the term of this Agreement, eligible Employees will have two (2) opportunities to increase their Annual Base Salary:

1. An Across-the-Board Increase applied equally to the Annual Base Salary of each eligible Employee.
 - a. To be eligible for an Across-the-Board increase, an Employee must be an active Employee both on the effective date of the Across-the-Board Increase and during the immediately preceding Academic Term.
2. An increase based on merit (Annual Merit Increase) to be applied to the Annual Base Salary of individual eligible Employees.
 - a. The Employer will fund this Annual Merit Increase as provided in Paragraphs D - F, below. There shall be no minimum required Annual Merit Increase for any Employee; Annual Merit Increases for individual eligible Employees may range from 0% to 3% of the Employee's Annual Base Salary, based on the Employee's most recent annual performance evaluation.
 - b. To be eligible for an Annual Merit Increase, an Employee must be an active Employee both on the effective date of the Annual Merit Increase and for the entirety of the immediately preceding Academic Year.
 - c. A decision regarding whether to grant an Annual Merit Increase to an individual Employee and, if so, the amount of the increase is not subject to the Grievance Procedure in Article 27 of this Agreement.

- D. Effective January 1, 2026, or the ratification date of this Agreement (whichever is later), Annual Base Salary Increases will be funded at 4.25%, which will be comprised of:

1. Across-the-Board Increase: 3.00% of the aggregate Annual Base Salaries of all eligible Employees.
2. Annual Merit Increase: 1.25% of the aggregate Annual Base Salaries of all eligible Employees.

- E. Effective January 1, 2027, Annual Base Salary Increases will be funded at 4.00%, which will be comprised of:
 - 1. Across-the-Board Increase: 2.50% of the aggregate Annual Base Salaries of all eligible Employees.
 - 2. Annual Merit Increase: 1.50% of the aggregate Annual Base Salaries of all eligible Employees.
- F. Effective January 1, 2028, Annual Base Salary Increases will be funded at 4.00%, which will be comprised of:
 - 1. Across-the-Board Increase: 2.50% of the aggregate Annual Base Salaries of all eligible Employees.
 - 2. Annual Merit Increase: 1.50% of the aggregate Annual Base Salaries of all eligible Employees.
- G. The salary increases provided in this Section 31.01 shall be applied to the Employees' Annual Base Salary before any other increase to Annual Base Salary set forth in this Article that is applied on the same date.

Section 31.02: Promotional and Honorary Title Increases

- A. On the effective date of promotion from Assistant Professor to Associate Professor, the Employee's Annual Base Salary shall be increased either by \$7,500 or to the minimum salary for the Associate Professor rank, whichever is greater. Employees in the Associate Professor rank at the time of ratification of this Agreement who were promoted from Assistant Professor to Associate Professor while employed by the Employer will be awarded the difference between the Associate Professor promotional increase in effect immediately prior to ratification of this Agreement and the Associate Professor promotional increase set forth in this paragraph, on a prospective basis effective on the first day of the first full month following the ratification of this Agreement.
- B. On the effective date of promotion from Associate Professor to Professor, the Employee's Annual Base Salary shall be increased either by \$10,000 or to the minimum salary for the Professor rank, whichever is greater. Employees in the Professor rank at the time of ratification of this Agreement who were promoted from Associate Professor to Professor while employed by the Employer will be awarded the difference between the Professor promotional increase in effect immediately prior to ratification of this Agreement and the Professor promotional increase set forth in this paragraph, on a prospective basis effective on the first day of the first full month following the ratification of this Agreement.
- C. On the effective date of a change in title from Professor to the honorary title of University Professor, the Employee's Annual Base Salary shall be increased by \$6,000.
- D. On the effective date of a change in title from Professor to the honorary title of Distinguished Professor, the Employee's Annual Base Salary shall be increased by

\$8,000. On the effective date of a change from the University Professor honorary title to the honorary title of Distinguished Professor, the Employee's Annual Base Salary shall be increased by \$2,000. For the first two (2) academic years during which the Employee is in the Distinguished Professor honorary title, the Employee shall be given a 10-month appointment and will be compensated an additional one-ninth (1/9th) of the Employee's new Annual Base Salary.

- E. The increases provided for in this Section 31.02 shall be applied before any increase necessary to comply with the Minimum Annual Base Salaries set forth in Section 31.03.

Section 31.03: Minimum Annual Base Salaries

- A. Effective upon the first day of the first full month following the ratification date of this Agreement, the Minimum Annual Base Salaries for full-time Employees will be:

Rank	Annual Base Salary
Assistant Professor	\$70,000
Associate Professor	\$80,000
Professor	\$92,500

- B. Effective January 1, 2026, or the ratification date of this Agreement (whichever is later), the Minimum Annual Base Salaries for full-time Employees will be:

Rank	Annual Base Salary
Assistant Professor	\$71,400
Associate Professor	\$81,600
Professor	\$94,350

- C. Effective January 1, 2027, the Minimum Annual Base Salaries for full-time Employees will be:

Rank	Annual Base Salary
Assistant Professor	\$72,828
Associate Professor	\$83,232
Professor	\$96,237

- D. Effective January 1, 2028, the Minimum Annual Base Salaries for full-time Employees will be:

Rank	Annual Base Salary
Assistant Professor	\$74,285
Associate Professor	\$84,897
Professor	\$98,162

- E. The Minimum Annual Base Salaries set forth above will be pro-rated for Employees who are not full-time.
- F. The Minimum Annual Base Salaries set forth in this Section 31.03 are minimum salaries only. Nothing in this Section precludes the Employer from paying an Employee an Annual Base Salary higher than the Minimum Annual Base Salaries set forth above.

Section 31.04: Professor Merit Increase

- A. Effective with the 2025-2026 Academic Year, the Employer will establish a merit program for Employees who hold the rank of Professor (the “Professor Merit Increase” program).
- B. In Academic Years 2025-2026, 2026-2027, and 2027-2028, the Employer will fund a Professor Merit Increase pool equal to 1.50% of the aggregate Annual Base Salaries of the eligible Professors who apply for a Professor Merit Increase that year.
- C. Eligibility to apply for a Professor Merit Increase:
1. Employees who enter the rank of Professor at the University after August 16, 2025, will be eligible to apply at the completion of their fifth year at the rank of Professor at the University and every five (5) years thereafter.
 2. Employees who are in the rank of Professor at the University on August 16, 2025, will be eligible to apply in the first academic year on or after August 16, 2025, in which their completed years in the rank of Professor at the University is equally divisible by five (5) (e.g., 5, 10, 15, 20), and every five (5) years thereafter.
- D. To apply for a Professor Merit Increase, an eligible Employee must submit a Professor Merit Increase application, along with a current curriculum vitae, copies of “satisfactory” summative evaluations for each of the previous five (5) calendar years as received from the DFSC, and any other materials the Employee believes are relevant which the Employee would like to have considered, by the deadline established by the University.

- E. Professor Merit Increases will be awarded at the discretion of the Provost (or designee). The applicable DFSC will not provide a recommendation regarding Professor Merit Increase allocations. A decision regarding whether an Employee receives a Professor Merit Increase and, if so, the amount of the increase, is not subject to the Grievance Procedure in Article 27 of this Agreement.
- F. Professor Merit Increases will be added to the Employee's Annual Base Salary on the same date as the Annual Base Salary Increase set forth in Section 1 of this Article, after the Annual Base Salary Increases are applied.

Section 31.05: Retention Increases

The Department Chair, at their sole discretion, may request an increase in an Employee's Annual Base Salary to retain an Employee who receives a bona fide offer of employment from another institution. The Employee must present written proof of the offer to the Department Chair for consideration. Any increase to an Employee's Annual Base Salary will be subject to approval by the Dean, the Provost, and Human Resources. A decision regarding whether to grant a retention increase to an individual Employee and, if so, the amount of the increase is not subject to the Grievance Procedure in Article 27 of this Agreement.

Section 31.06: FY2027 and FY2028 Market Adjustments

- A. The Employer will allocate \$500,000 in fiscal year 2027 for market adjustments to the annual base salaries of Associate Professors and Professors, to be distributed at the discretion of the Employer based upon the Employer's assessment of each Associate Professor's and Professor's Annual Base Salary relative to market rates.
- B. The Employer will allocate \$500,000 in fiscal year 2028 for market adjustments to the annual base salaries of Associate Professors and Professors, to be distributed at the discretion of the Employer based upon the Employer's assessment of each Associate Professor's and Professor's Annual Base Salary relative to market rates.
- C. Market Adjustments shall take effect on the same date as the Annual Base Salary Increases provided for in Section 31.01, above.
- D. A decision regarding whether to grant a market adjustment to an individual Employee and, if so, the amount of the increase is not subject to the Grievance Procedure in Article 27 of this Agreement.

Section 31.07: Overload Compensation

Effective August 16, 2025, the Employer shall pay Employees no less than the following amounts per credit hour, as established for workload purposes in the Departmental workload policy, for each overload course or the equivalent pro-rated amount for the period of overload assignment:

Rank	Compensation
Assistant Professor	\$2,000
Associate Professor	\$2,200
Professor	\$2,400

Nothing in this Section shall be construed as preventing the Employer from paying Employees more than these per credit hour minimums for each overload course or the equivalent pro-rated amount for the period of overload assignment.

Section 31.08: Summer and Winter Term Pay

Effective August 16, 2025, the Employer shall pay Employees no less than the following amounts per credit hour, as established for workload purposes in the Departmental workload policy, for each Summer or Winter Term course taught, unless the course is being taught as part of the Employee's regularly assigned duties:

Rank	Compensation
Assistant Professor	\$2,000
Associate Professor	\$2,200
Professor	\$2,400

Nothing in this Section shall be construed as preventing the Employer from paying Employees more than these per credit hour minimums for each Summer or Winter Term course.

If a Winter or Summer Term course is in danger of cancellation due to under-enrollment (as determined by the Employer), the course may be offered at a reduced rate mutually agreed upon between the Employer and the Employee. The Employer retains the right to cancel Winter and Summer Term course sections or offerings at its discretion.

Article 32: Limitations and Savings

Section 32.01: Limitations

This Agreement is subject to:

- A. Applicable Federal and State laws and regulations, as such may be amended from time to time;

- B. Rules of Federal and State agencies which have the force and effect of law, as such may be amended from time to time;
- C. Board of Trustees Governing Documents, including but not limited to Governing Statutes, Policies, Bylaws and Regulations, except as expressly provided for in this Agreement,
- D. Policies, procedures, and provisions of employment as established by the University, except as expressly provided for in this Agreement.

The Parties acknowledge that any University governing documents, policies, and procedures, including those referenced in the provisions of the Agreement, may be amended from time to time during the term of this Agreement. The Union retains all rights to bargain over the impact(s) of such amendments as provided to it under the Illinois Education Labor Relations Act.

Section 32.02: Savings

In the event any provision of this Agreement (a) shall at any time be contrary to law; or (b) is found to be invalid by operation of law or by a decision of a tribunal of competent jurisdiction; or (c) is rendered invalid by reason of subsequently enacted legislation; or (d) if compliance with or enforcement of any provision is restrained by a tribunal of competent jurisdiction pending a final determination as to its validity, then the provision or provisions shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect. If either Party makes a request within thirty (30) days of the occurrence of any of (a)-(d) above, then the Parties will meet to negotiate over the effects of the invalidity.

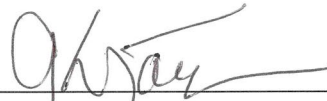
Article 33: Entire Agreement

The Parties acknowledge and agree that during the negotiations which resulted in this Agreement, both the Employer and the Union had the unlimited right and opportunity to make demands and proposals with respect to 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 entire 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. Therefore, neither Party shall be obligated to bargain with the other during the term of this Agreement with respect to any matter pertaining to wages, hours, benefits, or terms and conditions of employment unless otherwise required by the Illinois Educational Labor Relations Act.


IN WITNESS WHEREOF, the Parties hereto have executed this agreement by their duty authorized officers and representatives this 14th day of May 2025.

On Behalf of the Board of Trustees of Illinois State University

BY 
University Bargaining Representative


BY 
President

BY 
Vice President & Provost

BY 
Vice President, Finance & Planning

On Behalf of United Faculty of Illinois State University Chapter of the University Professionals of Illinois, Local 4100, IFT-AFT, AAUP, AFL-CIO

BY 
Chief Spokesperson,
UFISU-UPI

BY 
President,
University Professionals of Illinois, Local
4100 IFT-AFT, AAUP, AFL-CIO

Appendix A.1: Grievance Form

Illinois State University & UFISU/UPI (Tenure/Tenure-Track Faculty Bargaining Unit)

INSTRUCTIONS: A written grievance may only be filed when a matter or difference is unresolved after completion of the contractual Step 1 grievance step. To file a written grievance, complete all fields on this form, through and including the signature and date fields, and submit the written grievance to the School/Department Chair (or designee). The "Statement of Grievance" field must include a complete and specific statement of the dispute and the alleged facts giving rise to the dispute, the exact provisions(s) of the Agreement alleged to be violated (and how they were violated), and the specific relief requested. The form must be signed and dated prior to submission. See Article 27: Grievance Procedure of the Agreement for additional information.

1) Grievant Name(s)		2) Union Representative Name	
3) Grievant Telephone #	4) Grievant ISU Email Address	5) Union Rep Phone #	6) Union Rep Email Address
7) School/Department where Grievant is Employed		8) Chair of School/Department where Grievant is Employed	
9) Date of Step 1 Meeting	10) Date of Step 1 Response	11) Step 1 Meeting Participants	
12) Contract article(s) and sections(s) alleged to be violated:			
13) Complete and specific statement of the dispute and of the alleged facts giving rise to the dispute (including the time, date, and place of the event or act giving rise to the dispute):			

14) The exact provision or provisions of the Agreement alleged to have been violated.	
15) A statement of how the provision or provisions were alleged to be violated.	
16) The specific relief (or remedy) requested.	
17) Signature of Grievant(s) or Union Representative	18) Date

**To Be Completed by Recipient of Grievance
(School/Department Chair or designee)**

19) Date Received	20) Received By	21) ISU Grievance Number
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Recipient: Upon receipt, contact Dr. Russell Morgan, Director of Academic Labor and Employee Relations at (309) 438-0653 or remorg1@ilstu.edu for the ISU Grievance Number

Appendix A.2: Step 1 Grievance Response Acknowledgement Form

Illinois State University & UFISU/UPI (Tenure/Tenure-Track Faculty Bargaining Unit)

INSTRUCTIONS: The Department Chair (or designee) will provide a verbal Step 1 response within ten workdays after the Step 1 meeting occurs. At the same time the Step 1 response is given, both the Department Chair (or designee) and the Grievant will sign and date this form acknowledging that a Step 1 response has been provided. Failure of the Department Chair (or designee) to sign and date this form will be treated in the same manner as failure to respond to the Grievance at Step 1; failure of the Grievant to sign and date this form will be treated as withdrawal of the Grievance. The Grievant will forward a copy of this form to the Union and the Department Chair (or designee) will forward a copy of this form to the Director of Labor Relations (or designee). Step 1 Grievance resolutions shall be consistent with the terms of this Agreement and shall be non-precedent setting. See Article 28: Grievance Procedure of the Agreement for additional information.

Signature of Grievant(s):	Date:
Signature of Department Chair (or designee):	Date:

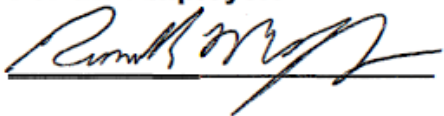
Appendix B.1 Memorandum of Understanding Between Illinois State University and United Faculty of Illinois State University, University Professionals of Illinois, Local 4100, IFT-AFT, AFL-CIO

FACILITIES

This Memorandum of Understanding ("MOU") is entered into by and between Illinois State University (the "Employer") and United Faculty of Illinois State University, University Professionals of Illinois, Local 4100, IFT-AFT, AFL-CIO (the "Union").

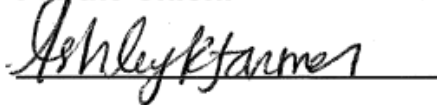
1. **Term**: The Term of this MOU shall commence on [insert the effective date of the Parties' collective bargaining agreement] and shall end on August 15, 2029, and shall not continue beyond that date nor be renewed unless the Parties' expressly mutually agree in writing to such continuation or renewal.
2. **Locks**: During the term of this MOU, the Employer commits to installing locks on all entry/exit doors of all classrooms and laboratories in University-owned buildings. The locks installed will be consistent with the Employer's door lock standards.
3. **All-Gender Restrooms**: During the term of this MOU, the Employer will make progress towards increasing the number of ADA-compliant all-gender restrooms on campus. This may include, but is not limited to, converting single occupancy restrooms to all-gender restrooms and increasing the number of campus buildings that contain at least one all-gender restroom.
4. **Lactation Spaces**: During the term of this MOU, the Employer will make progress towards increasing the number of private, locking lactation spaces on campus that are not in restrooms.

For the Employer:



Date: 5/13/25

For the Union:



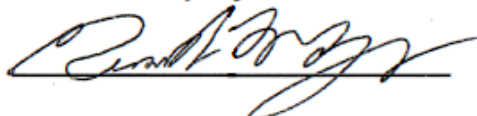
Date: 5/9/25

Appendix B.2 Memorandum of Understanding Between United Faculty of Illinois State University, Local 4100, IFT-AFT, AFL-CIO and Illinois State University

This Memorandum of Understanding ("MOU") is entered into by and between United Faculty of Illinois State University, Local 4100, IFT-AFT, AFL-CIO (the "Union") and Illinois State University (the "Employer").

1. Term: The term of this MOU shall run concurrently with the effective date of the Parties' collective bargaining agreement for the period April 14, 2025 through June 30, 2028.
2. Input on Campus Accessibility: Annually, the Employer will seek input from Employees regarding accessibility concerns and priorities on campus.
3. Annual Report: Annually, in August, the Office of Equity, Opportunity, and Accessibility ("OEOA") will publish a report summarizing the input received from Employees in the prior Academic Year and the number and nature of general concerns raised with OEOA the previous Academic Year related to accessibility.

For the Employer:



Date: 5/13/25

For the Union:



Date: 5/9/25

Acknowledgements

2025-2028 ISU/UFISU Agreement
Negotiating Teams

CHIEF NEGOTIATORS

Mark Bennett, University Chief Negotiator
Ashley Farmer, UFISU Chief Negotiator

University Representatives	UFISU Representatives
Tony Crubaugh Sue Franzen Craig Gatto Stacey Jones Bock Mike Kruger Tyler Lotz Lexi Marquez Russ Morgan Terry Noel Nesrin Ozalp Cara Rabe-Hemp	Fusun Akman Kristin Carlson Julien Corven Carrie Anna Courtad Victor Devinat Kevin Edwards Gregory Ferrence Adam Heenan Sheryl Henry Katie Krcmarik Keith Pluymers Tice Sirmans Debbie Shelden Elizabeth Skinner Derek Sparby