

AGREEMENT

by and between

**THE BOARD OF TRUSTEES
OF THE UNIVERSITY OF ILLINOIS**

and

UIC UNITED FACULTY LOCAL 6456, IFT-AFT, AAUP

NON-TENURE TRACK SYSTEM FACULTY

Effective August 16, 2015 through August 15, 2018

Agreement

by and between

The Board of Trustees
of the University of Illinois

and

UIC United Faculty Local 6456, IFT-AFT, AAUP

Non-Tenure Track System Faculty

This Agreement is made and entered into by and between the Board of Trustees of the University of Illinois, a corporate and body politic (hereafter referred to as “University”), and UIC United Faculty Local 6456, IFT-AFT, AAUP (hereafter referred to as “Union”), representing non-tenure track system faculty employees of the University as identified in Article II hereof.

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Article I. Purpose

The purpose and intent of this Agreement is to provide for an orderly collective bargaining relationship and the promotion of sound and mutually beneficial relations between the Union, on behalf of bargaining unit employees, and the University. This Agreement is intended to establish and make clear the wages, hours, and terms and conditions of employment of bargaining unit employees and to provide a procedure for the equitable resolution of grievances as required by terms of the *Illinois Educational Labor Relations Act*.

Article II. Recognition

Pursuant to the Order of Certification issued by the Illinois Educational Labor Relations Board on June 28, 2012, in case number 2012-RC-0008-C, the University recognizes the UIC United Faculty Local 6456 IFT-AFT, AAUP (herein referred to as "Union"), as the exclusive representative for purposes of collective bargaining for the bargaining unit described below and such other classifications as may be added in accordance with the law:

Included: All full-time (i.e., employees who have 0.51 or greater appointment as a faculty member) non-tenure track faculty who possess a terminal degree appropriate to the academic unit in which the faculty member is employed and all full time non-tenure track faculty without the appropriate terminal degree who have been employed for four consecutive semesters, excluding summer terms.

Excluded: All faculty members of the College of Pharmacy, the College of Medicine and the College of Dentistry; and all supervisors, managerial and confidential employees as defined under the *Illinois Educational Labor Relations Act*.

Article III. Management Rights

- A. The parties to this Agreement recognize that the University of Illinois Board of Trustees *Statutes* ("University *Statutes*") define special rights and responsibilities for the faculty of the University. Neither the University nor the Union intend that any of the terms of this Agreement abridge or diminish the roles of the faculty or the University as established in *University Statutes*, as amended by the Board of Trustees from time-to-time. References in this Article to traditional areas of management rights in the work place do not supplant the provisions of *University Statutes* that, among other things, provide for the roles of the faculty and the other administrative and organizational entities that comprise the University.
- B. Except as specifically abridged by this Agreement, all powers, rights, and authority of the University are reserved by the University, and the University retains sole and exclusive control over any and all matters in the operation, management, and administration of the University; the control of its properties and the maintenance of order and efficiency of the workforce; and complete authority to exercise those rights and powers by making and implementing decisions with respect to those rights and powers. In order to operate its business and except as expressly and specifically limited or restricted by a provision of this Agreement, the University reserves and retains in full, exclusively and completely, any and

all management rights, prerogatives, and privileges previously vested in or exercised by the University, and the unqualified right to place any or all of such rights into effect. Such rights and powers include, but are not limited to, the exclusive right and power:

1. to determine the mission of the University, its organizational structure, and the methods and means necessary to fulfill that mission;
 2. to adopt and amend budgets and make budgetary allocations or reallocations affecting the University as a whole or any of its departments or units;
 3. to establish qualifications, appoint, and determine the appointment fractions and duration of employment upon appointment for all faculty, including whether faculty will be reappointed and, if so, the terms and conditions governing such reappointment;
 4. to determine the number of faculty to be appointed;
 5. to determine, assign, and schedule the type and kind of services and the work to be performed by faculty or by others, including the location of such services or work;
 6. to establish, modify, combine or eliminate positions;
 7. to determine the number, location or relocation of facilities, buildings and rooms, and ancillary facilities such as parking lots, including the policies governing the use of such buildings, rooms or facilities;
 8. to discipline, suspend, dismiss, non-renew and reappoint faculty;
 9. to supervise, train, and evaluate faculty;
 10. to determine materials and equipment to be utilized by faculty and the methods and means by which work shall be performed and services provided;
 11. to establish quality and performance standards rules for faculty;
 12. to adopt and enforce policies, rules, and regulations, including rules and regulations governing tuition waivers and the work, training, and conduct of faculty, as well as those related to human resources functions; and
 13. to perform all other functions inherent in the administration, management, and control of the University.
- C. The failure of the University to exercise any power, function, authority or right reserved or retained by it, or the exercise of any power, function, authority or right in a particular manner shall not be deemed a waiver of the right of the University to exercise such power, function, authority, or right, or preclude the University from exercising the same in some other manner, so long as it does not conflict with an express provision of this Agreement.

Article IV. Non-Discrimination

In the application of this Agreement, there shall be no discrimination by the Union or University against any member of the bargaining unit because of race, creed, color, sex, religion, national origin, order of protection status, ancestry, marital status, civil union status, age, disability, genetic information, status as a protected veteran, sexual orientation, gender identity, membership or non-membership in or activity on behalf of or in opposition to the Union.

Article V. Diversity and Affirmative Action

The parties are committed to the creation and maintenance of a diverse faculty and staff. In furtherance of this goal, the University will appoint a representative recommended by the Union to participate on each campus committee on which faculty input is appropriate to advise the Chancellor and/or Provost on diversity issues. The Union will recommend a representative committed to diversity and affirmative action, and the University will not unreasonably withhold acceptance of such recommendation.

Article VI. Compensation, Leaves and Group Health

A. Compensation

The University of Illinois at Chicago, as a nationally recognized research university dedicated to the pursuit of excellence, recognizes that a faculty compensation program designed to reward meritorious performance in teaching, research and service is required in order to recruit and retain distinguished faculty. In order to achieve this goal, the University and Union have agreed upon the terms of a faculty compensation program as set forth below:

1. Merit-Based Salary Increases

- a. Effective August 16, 2015, the University will implement a salary increase program on the basis of merit equivalent to the FY 2016 campus-wide general salary program as may be announced by the Chancellor and Provost in the campus “FY 2016 Budget and Salary Guidelines” (in the event a general salary program is implemented). Effective August 16, 2015, for the 2015-16 year, each applicable college will be allocated 1% of the non-tenure system faculty salary base for pay adjustments which must be awarded to individual faculty to address compression/equity/market/retention (“CEMR”) issues. Allocation of CEMR adjustments will be determined in the sole discretion of the dean following consultation with department heads.
- b. Effective August 16, 2016, the University will implement a salary increase program on the basis of merit equivalent to the FY 2017 campus-wide general salary program as may be announced by the Chancellor and Provost in the campus “FY 2017 Budget and Salary Guidelines” (in the event a general salary program is implemented). Effective August 16, 2016, for the 2016-17 year, each applicable college will be allocated 1% of the non-tenure system faculty salary base for pay adjustments which

must be awarded to individual faculty to address compression/equity/market/retention (“CEMR”) issues. Allocation of CEMR adjustments will be determined in the sole discretion of the dean following consultation with department heads.

- c. Effective August 16, 2017, the University will implement a salary increase program on the basis of merit equivalent to the FY 2018 campus-wide general salary program as may be announced by the Chancellor and Provost in the campus “FY 2018 Budget and Salary Guidelines” (in the event a general salary program is implemented). Effective August 16, 2017, for the 2017-18 year, each applicable college will be allocated 1% of the non-tenure system faculty salary base for pay adjustments which must be awarded to individual faculty to address compression/equity/market/retention (“CEMR”) issues. Allocation of CEMR adjustments will be determined in the sole discretion of the dean following consultation with department heads.
- d. Salaries of individual members of the bargaining unit as adjusted by application of the terms of paragraphs a, b, and c, above, shall be established in accordance with campus and applicable academic unit policies and practices; and for those years, individual bargaining unit employees may receive a salary increase that is less than, equivalent to, or greater than, the increment set forth in the campus-wide general salary program. Because any determination as to any salary increase is at the department’s or unit’s sole discretion, such determination shall not be grievable under the Grievance and Arbitration Article of this Agreement.
- e. Effective August 16, 2015, the minimum non-tenure system salary for full-time non-tenure system bargaining unit members in no event will be lower than \$42,000.
- f. Funds will be allocated each year of this contract so that each bargaining unit member shall receive up to \$600 for expenses related only to research and/or teaching-related professional development, to be reimbursed in accordance with University policy and guidelines. These funds supplement departmental professional development budgets, if any, rather than replace them.
- g. Salary increases and payments as provided above shall be paid retroactively only to faculty who are actively employed in the bargaining unit as of the date this Agreement is executed on behalf of the Board of Trustees of the University of Illinois.

2. Discretionary Salary Adjustments

Nothing in this Agreement shall preclude the University from providing salary increases to members of the bargaining unit in excess of the amounts specified in this Article at any time, provided that such increases are for the purpose of countering, matching or exceeding bona fide written offers from other institutions, or for adjusting for low salaries, compression, equity, or other reasons in the University’s discretion. Further, nothing in this Agreement shall preclude the University from providing one-time, non-continuing salary money for rewarding outstanding professional contributions to the University.

3. New Hires and Promotions

Nothing in this Agreement shall restrict or modify the University's ability to unilaterally establish the salary of newly-hired faculty members. Bargaining unit members who are promoted: (1) within the ranks identified in the University of Illinois *Statutes*, as such *Statutes* may be amended from time-to-time (e.g., Clinical Assistant Professor, Clinical Associate Professor, Clinical Professor, Research Assistant Professor, Research Associate Professor, Research Professor) and (2) from Lecturer to Senior Lecturer and Instructor to Senior Instructor shall be eligible for salary increases in accordance with campus policies and practices; however, the increase shall not be less than 10%.

B. Leaves

It is the intention of the University to continue providing all leaves and benefits as already provided to the faculty at the University of Illinois such as, but not limited to, Family Medical Leave Act of 1993 (FMLA), Educational Leave, Parental Leave, Bereavement Leave, Family Military Leave, Jury Duty, Sick Leave, Vacation, and Holidays. Faculty Affairs Policy FPPG 500 – Family Work Friendly Benefits NUMBER 501 (Modified Duties for Faculty Members with a new Child) dated October XX, 2015, is included within the terms of this paragraph. The parties agree that nothing in this article is meant to limit the University's ability to amend and/or change leave benefits from time-to-time.

C. Group Health

Faculty are eligible for group health insurance options as provided through the State of Illinois Department of Central Management Services. The State of Illinois benefits are provided by the Group Insurance Act of 1971. These benefits are subject to modification from time-to-time. Faculty are eligible to participate in additional benefit programs offered by or through the University in accordance with the provisions of those plans, which are subject to change from time-to-time.

Article VII. Institutional Commitments

- A. A well supported working environment promotes effective and sustainable teaching, learning, service and research. Therefore, within the limits of available resources and within the University's discretion, the University acknowledges its commitment to provide libraries, technology, classroom assignments, and faculty support responsive to the needs of students and faculty to meet the research mission and instructional/pedagogical needs of the departments, consistent with high quality research and teaching at a nationally recognized research university.
- B. When faculty members are required to travel on approved University business, the University will reimburse for such travel. The University's Business and Financial Policies and Procedures provide complete guidelines for these reimbursements. Travel for University related business should be conducted as economically as possible.

- C. Faculty performing employment duties are provided legal coverage as set forth in and under the terms of the University of Illinois Liability Self-Insurance Plan, as that plan may be amended from time to time.
- D. Faculty may request health-related accommodations under the Americans with Disabilities Act (ADA) or otherwise by contacting the Office of Access and Equity to request such accommodations.
- E. The University will provide each bargaining unit position a new computer not to exceed \$1,500 to be chosen from a set of available and supported configurations from the campus office of Academic Computing and Communications Center (ACCC). This program for provision of new computers will extend through August 15, 2018, and computers will be replaced if an existing computer is beyond four years old during the term of this Collective Bargaining Agreement. The University will provide hardware support during the time the computer is covered by warranty and is assigned to the original bargaining unit position. In accord with the State of Illinois and University procurement rules, the assigned computer remains property of the University and assigned to the department. Computer use is subject to the applicable Acceptable Usage Policy promulgated by ACCC, as such policy may be amended from time to time. The process will be initiated every year of this agreement on or before January 15th, and computers should be received no later than August 1st of each year.

Article VIII. Union Membership and Union Activity

- A. Each bargaining unit employee may make his/her own personal decisions with respect to the Union or other employee organization membership without intimidation or coercion. There will be no discrimination against any employee by the Union or the University because an employee chooses not to become a member of the Union or because the employee chooses to become a member of the Union and/or acts as a representative of the Union or its members or other employees pursuant to this Agreement.
- B. The Union will advise the University in writing of all stewards and alternates who have been designated by the Union.
- C. The Union shall have the right to access meeting room space and the right to access all visual and electronic communications methods for the purpose of distribution of information, subject to the same policies established for other faculty and staff organizations recognized by the University.
- D. The University will provide the Union employee data pertaining to current status (initial appointments, reappointment, promotions, suspensions, terminations, salaries, leave status, university email addresses and change of membership) of all members of the bargaining unit. These data shall be provided on or before July 16th, October 16th, and April 16th of each year of this Agreement.
- E. During the campus wide orientation event for new faculty, the union shall be afforded fifteen (15) minutes to present to the new faculty.

F. Local representatives, officers and Union Staff shall have reasonable access to the premises of the University, as permitted by law.

G. Dues Deduction

Upon receipt of a written and signed authorization card of an employee, the University shall deduct the amount of Union dues set forth in such card and any authorized increase therein, and shall remit such deductions to the Union at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the University, in writing, at least 30 days prior to its effective date.

Nothing contained herein shall require the University to take action to collect any dues from any employee in any given pay period except to the extent that such employee earns wages from the University in that period.

H. Fair Share

1. Pursuant to 115 ILCS § 5/11, the parties agree that employees who choose not to become members of the Union within thirty (30) calendar days of employment or within thirty days (30) calendar days of the signing hereof, shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of its members, provided the Union first submits to the University properly executed dues deduction authorization cards signed by a majority of the faculty in the bargaining unit. Such Fair Share Fee shall be deducted from the employee's paycheck and shall be forwarded to the Union.
2. The University and the Union are both aware of the provisions of the *Illinois Educational Labor Relations Act* and Rules promulgated by the Illinois Educational Labor Relations Board which deal with Fair Share Fees. The Act and these Rules as they may be amended from time-to-time are incorporated in this Agreement by reference, and the University and the Union agree to comply with and abide by all provisions of the Act and the Fair Share Rules. The Union agrees to provide to the University proof of notice to employees of the Fair Share requirements minimally at least once a year and as may otherwise be requested by the University. Failure by the Union to comply with the requirements of this section shall be grounds for the University to cease its obligation to collect and remit Fair Share Fees until corrective action is taken by the Union.
3. In the event that any employee covered hereby is precluded from making a Fair Share involuntary contribution as required by paragraph (1) of this Section H on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said involuntary deductions; provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the Fair Share Fee amount to a non-religious charitable organization mutually agreed upon by the employee so refusing and the Union. For this purpose, the Union shall certify to the University the names of all employees covered hereby who are relieved of the obligation to pay a Fair Share Fee by virtue of this section; and it shall be the sole obligation of the Union to verify that contributions contemplated hereby have actually been made and that said employees are not subject to a Fair Share Fee involuntary deduction. The employee

shall, on a monthly basis, furnish satisfactory evidence to the Union that such payment has been made.

4. The Union shall indemnify and hold the University, and its employees and agents, harmless against any claim, demand, suit, cost, expense, or any other form of liability, including attorney's fees and costs, arising from or incurred as a result of any act taken or not taken by the University, its members, officers, agents, employees or representatives, in complying with or carrying out the provisions of this Article. The University shall immediately inform the Union of any appeals or legal action regarding this Article.
5. Nothing contained herein shall require the University to take any action to collect any Fair Share Fee from any employee in any given pay period except to the extent that such employee earns wages from the University in that period.
6. In the event that all or any part of the Illinois Educational Labor Relations Board Rules referred to in paragraph 1 of this Section H lapses or becomes inoperative for any reason, the parties agree that said Rule or Rules will become inoperative in this Agreement, and the parties shall commence negotiation of substitute appropriate Fair Share provision(s) of this Article. Unless otherwise prohibited by law, the University shall continue Fair Share payroll deductions during the negotiation process.

I. Procedure

The University shall take such steps as may be required to accomplish any wage withholding authorized or required by paragraphs G and H hereof and shall do such things as are necessary to cause said withholding to be remitted to the Union within thirty (30) calendar days after the date of withholding, provided that nothing contained in this Article shall require the University to make any withholding unless and until the Union has notified the University of the address to which the amount so withheld should be sent and has certified the amount of dues to be withheld, both within sufficient time to permit the University to carry out its obligation to so withhold. The amount withheld shall not change until the Union notifies the University that different dues amounts should be collected.

Article IX. Appointment, Reappointment, Promotion, Layoff and Recall

A. Non-Tenure Track ("NTT") Faculty Appointments

1. All initial NTT appointments shall be made by the relevant appointing unit in accord with University policies and procedures.
2. All visiting appointments shall be made by the relevant appointing unit. Visiting appointments for more than one year should be utilized to meet unpredicted or unexpected staffing needs.

3. NTT bargaining unit faculty employed on the effective date of this Agreement shall be considered to have been already appointed and shall continue their appointments as provided in their current Notification of Appointment.

B. Reappointment

1. Procedures for reappointment of NTT bargaining unit faculty shall be as provided in the bylaws of the bargaining unit faculty member's academic unit.
2. In accord with University *Statutes* and campus policies and procedures, multi-year reappointments shall be available for non-visiting bargaining unit members meeting eligibility criteria as provided in the *Statutes* and applicable campus policies. A faculty member who desires a multi-year reappointment shall file a written request with the Unit Executive Officer by March 1. If he/she does not receive the requested multi-year reappointment, the faculty member may request a meeting with the appropriate Dean or Dean's designee. The faculty member may have a union representative present at this meeting.
3. Academic Units will inform faculty members of their reappointment or non-reappointment by June 1st each year. In certain instances, however, projected student enrollment or other funding variables may create a need for this notice to be postponed beyond June 1. In that event, the affected faculty member will be informed by June 1 that the University has not been able to finalize its decision regarding his/her reappointment or non-reappointment. In the latter event, notice of the faculty member's reappointment or non-reappointment shall be provided by August 1.

C. Promotion, Multi-Year Appointment, Layoff and Recall

1. Promotion. Procedures for promotion of NTT bargaining unit faculty within the ranks identified in University of Illinois *Statutes* (as such *Statutes* may be amended from time to time) shall be as provided in the bylaws of the bargaining unit member's academic unit.
2. Multi-Year Appointment. An NTT bargaining unit member within the ranks identified in University of Illinois *Statutes* (as such *Statutes* may be amended from time to time) whose appointment is not funding-contingent (i.e., an appointment that is not "subject to receipt of funds") and whose appointment does not carry a "visiting" modifier" (as provided in the *Statutes*), shall be offered an appointment in accordance with the following terms.
 - a. NTT faculty appointed through the end of the fifth year of employment, if appointed or reappointed, shall receive a one-year appointment.
 - b. After five consecutive years of employment, or upon promotion before the five-year mark, NTT bargaining unit members, if reappointed, shall receive a multi-year appointment of at least two years duration.

- c. After ten consecutive years of employment, NTT bargaining unit members, if reappointed, shall receive a multi-year appointment for at least three years duration.

Nothing contained herein shall provide for any multi-year appointment to be automatically renewable. Additionally, nothing contained herein shall preclude the University, at the discretion of the unit, from offering any NTT bargaining unit member a multi-year appointment at any time, provided she or he is eligible under the *Statutes* and campus policy.

- 3. Layoff and Recall. An NTT bargaining unit member with a multi-year appointment under this Article IX may have his/her appointment terminated during the term of a multi-year appointment if the specific work he/she has been performing is to be reduced or discontinued and/or the courses for which he/she was employed to teach are to be reduced or discontinued. The affected faculty member may choose to be placed on a recall list for up to three academic years. In the event the reduced or discontinued specific work and/or courses are reinstated, a faculty member on the recall list shall be offered reinstatement to complete the remaining term of his/her multi-year appointment. It is the responsibility of the faculty member to keep the University informed of a current address and contact information (e.g., telephone, email address, etc.). In the event the faculty member fails to respond to a recall offer communicated to the faculty member's last known address on file or otherwise declines the recall offer, any further recall rights under this paragraph shall terminate.

- D. Decisions by the University (1) to reappoint or not reappoint a faculty member; (2) to promote or not promote a faculty member; and/or (3) to offer or not offer a multi-year reappointment to a faculty member under paragraph B.2 of this Article are reserved to the sole discretion and judgment of the University. Such decisions are not subject to the Grievance and Arbitration Article of this Agreement.

Article X. Academic Freedom

- A. It is the policy of the University to maintain and encourage full freedom within the law of inquiry, discourse, teaching, research, and publication and to protect any member of the non-tenure track system bargaining unit against influences, from within or without the University, which would restrict the member's exercise of these freedoms in the member's area of scholarly research and interest.
- B. As a citizen, a faculty member may exercise the same freedoms as other citizens without institutional censorship or discipline. A faculty member should be mindful, however, that accuracy, forthrightness, and dignity befit association with the University and a person of learning, and that the public may judge that person's profession and the University by the individual's conduct and utterances.
- C. A faculty member who believes that he or she does not enjoy the academic freedom which is the policy of the University to maintain and encourage shall be entitled to a hearing on written request before the Committee on Academic Freedom and Tenure of the campus

Senate. Such hearing shall be conducted in accordance with established rules of procedure. The Committee shall make findings of facts and recommendations to the President and, at its discretion, may make an appropriate report to the Senate. The several committees may from time-to-time establish their own rules of procedure.

- D. Any substantive dispute under this Article shall be resolved under Article X, Section 2 (d), of the University of Illinois *Statutes*.
- E. Any procedural dispute under this Article under the control of a party to this Agreement shall be resolved under the Grievance and Arbitration procedure in this Agreement, and any such grievance decision thereunder shall be limited to providing a remedy correcting a process error.

Article XI. Governance

The Union retains the exclusive right to negotiate and reach agreement on terms and conditions of employment for the members of the bargaining unit. The parties to this Agreement recognize and support the role of the Faculty Senate as established by the University of Illinois *Statutes* such as its general responsibilities in areas including but not limited to: (a) curriculum policy and curricular structure; (b) requirements for degrees and granting of degrees; (c) policies for recruitment, admission and retention of students; (d) academic policies relating to students; (e) reviewing and proposing changes to the statutes; and (f) academic freedom. The above list of Senate responsibilities is not inclusive of the Senate's full roll as provided in the University of Illinois *Statutes* and is not intended to expand or limit that role.

The Union may in writing request, and the University will provide, information relating to budget and planning matters as allowed by law. Once a semester at the Union's request, the Union will meet with the Chancellor and/or Provost. Fourteen (14) days prior to such meeting the Union will provide an agenda of issues it wishes to discuss.

This Agreement is not intended to expand or limit the faculty role in governance as provided in the University of Illinois *Statutes*. No faculty member will be penalized for legitimate participation in University governance.

Article XII. Hours of Work and Commitment

Bargaining unit members covered herein are expected to maintain work hours and commitment to the University required by the terms of their appointments. Bargaining unit members shall comply with the University of Illinois Policy on Conflicts of Commitment and Interest and related State of Illinois laws such as the *University Faculty Research and Consulting Act*, 110 ILCS § 100 and the *State Officials and Employees Ethics Act*, 5 ILCS § 430.

Article XIII. Health and Safety

- A. The University is committed to the safety and well-being of its students, faculty, staff, and the public it serves. The administration, faculty, and staff have the responsibility to promote health and safety in their environment and operations and shall do so in accordance with any and all applicable federal and state laws. Faculty shall report any unhealthy or hazardous work conditions, and the University shall review the situation, and make a reasonable effort to resolve the matter and ensure the safety of students, faculty, staff and the public it serves.
- B. Health and safety issues shall be raised and discussed during labor management meetings and may include participation from campus police, environmental health and safety personnel, and/or other relevant individuals.
- C. The University shall pay the cost of, supply, and maintain all safety items, such as tools, equipment, and protective clothing, including respiratory equipment and eyewear, that the University, in its sole discretion, requires faculty to use in the performance of their duties. The University shall supply and maintain adequate emergency facilities, equipment, and supplies; including, but not limited to, eyewash stations and emergency shower stations, as required by health and safety law. These shall be available at appropriate locations within easy and timely access and shall be provided at no cost to the faculty. The University shall pay the cost of and provide proper training and supervision to ensure that faculty who operate machinery, tools, and equipment do so with safety and care when the University, in its sole discretion, requires the faculty to use such items in the performance of their duties.
- D. The University and Union are committed to the protection of students through the effective implementation of University and Campus policies which address sexual assault in the campus community by, among other things, providing crisis intervention services and resources to survivors. Faculty are encouraged to access related training programs offered by the University's Office of Access & Equity, the Campus Advocacy Network, the Dean of Students and other Campus organizations which are designed to inform staff and/or students to maximize the opportunity for effective implementation of applicable University and Campus policies.

Article XIV. Physical Conditions

The University is committed when practicable and in accordance with the law to provide the faculty with space and facilities such as office, laboratory, and classroom space adequate for effective and safe teaching, research, advising, and other activities necessary to his or her academic discipline and performance of duties, including reasonable access to such space during periods when buildings may be closed.

Departments shall arrange for the availability of private office space for faculty to utilize for the purpose of holding confidential meetings with their students. Faculty members may schedule usage of this designated student meeting space in advance or on an *ad hoc* basis.

Article XV. Discipline and Dismissal

- A. The University may discipline, suspend, or dismiss a non-tenure track system bargaining unit member prior to the end of his/her appointment term for just cause.
- B. The University and Union agree with the principle of positive progressive discipline intended to correct deficiencies when possible. The parties acknowledge that discipline might not be progressive if the offense is sufficiently serious.
- C. In cases of disciplinary oral warnings the unit head must inform the non-tenure track system bargaining unit member that he/she is receiving an oral warning and must provide the reasons for the warning. A pre-disciplinary meeting shall be held if discipline other than an oral warning is contemplated. The non-tenure track system bargaining unit member shall be notified in writing of the purpose of the meeting and the contemplated disciplinary action at least two (2) days in advance of the meeting. The non-tenure track system bargaining unit member shall be given the opportunity to rebut the reasons for the contemplated discipline. Non-tenure track system bargaining unit members have the right to Union representation throughout the entire disciplinary process, including during any investigatory interview that may reasonably lead to discipline.
- D. A non-tenure track system bargaining unit member may utilize the Grievance and Arbitration procedure set forth in this Agreement to appeal any discipline, suspension or dismissal issued under this Article. If the arbitrator fails to sustain the University's action, he/she may not award any remedy (e.g., compensation, reinstatement, re-appointment) for time beyond the terminal date of the appointment during which the non-tenure track system bargaining unit member was disciplined, suspended or dismissed. Any award of back pay shall not exceed the amount the faculty member would have earned from the date of suspension or dismissal to the end of the term of appointment.

Article XVI. Labor Management Meetings

The Union and University shall meet at least one time per semester during the term of this Agreement, if so requested by the Union. The Union shall designate members, including the Union President and Chief Steward, to meet on its behalf, and the University will designate individuals, including a representative on behalf of the Chancellor or Provost and staff from Labor Relations, to meet. Both sides may tender a list of items to be discussed and a list of any information requested at least one week before the scheduled meeting date.

Article XVII. Access to Personnel File

- A. The University shall maintain the official personnel file for each non-tenure track system bargaining unit member in the campus Human Resources office. Faculty shall have the right to add explanatory material to their official personnel file, as provided in the *Personnel Record Review Act* (820 ILCS § 40/1, *et seq.*).

- B. A non-tenure track system bargaining unit member's signature on disciplinary or evaluative material confirms only discussion or receipt of these documents, but indicates neither agreement nor disagreement.
- C. Each non-tenure track system bargaining unit member shall be permitted to review the official personnel file as provided in the *Personnel Record Review Act*. If authorized by a bargaining unit member in writing, a Union representative may also review the file as provided by law.
- D. The University shall not gather or keep records of non-academic or non-employment related activities or information, as provided by law.

Article XVIII. Grievance and Arbitration

A. Grievance Definition

A grievance is defined as a complaint that the University breached a Section or Sections of this Agreement.

B. Notification of Union Officials

The Union shall furnish the University with a full list of elected officials and elected officers, including a grievance officer, as soon as they become available, but not later than September 15, of each academic year. The Union shall also inform the University in writing of any changes to the list of elected officials and elected officers, including the grievance officer, as changes take place.

C. Basic Principles

1. Every faculty member covered by this Agreement, with or without Union representation, may pursue a grievance.
2. The parties recognize that day-to-day problems may be discussed between faculty and supervisors. Such informal discussions are encouraged but shall have no effect upon the time limits set forth in this Agreement. It is further understood that the various time limits set forth in this Article may be extended only by the mutual written agreement of the University and the Union.
3. Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or on behalf itself setting forth name(s) or group(s) of the employee(s). Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

4. This article does not preclude faculty members from pursuing a remedy through existing statutory or administrative mechanisms, or existing campus grievance procedures. Faculty members may have union representation while pursuing a remedy through the campus grievance procedure.

D. Time Limits

Failure to file a grievance within thirty (30) calendar days following the date when the events on which the grievance is based or from when such events should reasonably have been discovered shall constitute a waiver of the grievance. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. If the University fails to respond to a grievance within the applicable time limit, the grievant may appeal the grievance to the next level if such advancement of the grievance is appealed within thirty (30) calendar days following the final date on which the University's response was due.

E. Adjustment of Grievances

Level 1. If the grievance is not resolved through informal discussion, the grievant shall have thirty (30) calendar days from the date of the first events on which the grievance is based to file a written grievance with the faculty member's immediate supervisor. The written grievance should contain the following information: a specific description of the dispute, the facts giving rise to the dispute, a listing of the article and section of the Agreement violated, a statement as to how the article and section were violated, the date of the violation, and requested remedy. The supervisor, or designee, shall meet with the grievant (and his/her Union representative, if so desired) and shall give a written decision on the grievance to the grievant within fourteen (14) work days after receipt of the written grievance or within fourteen (14) work days of the meeting if one is held, whichever is later.

Level 2. In the event the grievance is not resolved in Level 1, the decision rendered may be appealed to the Dean of the College in which the faculty member is appointed, provided such appeal is made in writing within thirty (30) calendar days after receipt of the decision in Level 1. If a grievance has been appealed, the Dean or designee shall meet to discuss the grievance. Within fourteen (14) work days after receipt of the appeal or within fourteen (14) work days after the meeting, whichever is later, the Dean or designee shall issue a decision to the Union and the grievant(s).

Level 3. In the event the grievance is not resolved in Level 2, the decision may be appealed to the Office of the Provost or designee in Human Resources provided such appeal is made in writing within thirty (30) calendar days after receipt of the decision in Level 2. If a grievance has been appealed to Level 3, as described above, the Provost or designee shall meet to hear the grievance. Within fourteen (14) work days after receipt of the appeal or within fourteen (14) work days after the meeting, whichever is later, the Provost or designee shall issue a decision in writing to the parties involved.

Level 4. In the event that the grievance is not resolved in Level 3, the decision can be appealed to arbitration:

1. Request. The Union may submit a grievance to arbitration, provided written notice of intent to arbitrate is delivered to the Office of Labor Relations within thirty (30) calendar days following receipt of the decision in Level 3 of the grievance procedure.
2. Selection of Arbitrator. Upon submission of a request for arbitration, the parties may within fourteen (14) work days after the request to arbitrate, attempt to agree upon an arbitrator. In the event the parties are unable to agree upon the arbitrator within said fourteen (14) work-day period, the parties shall jointly request the Federal Mediation and Conciliation Services (FMCS) to submit a panel of five (5) arbitrators, all of whom are members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the University and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator. The parties shall promptly notify the arbitrator of his/her selection.
3. Hearing. The grievance shall be heard by a single arbitrator and both parties may be represented by such persons as they may designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator.
4. Decision. The arbitrator so selected shall confer with the University and Union representatives and hold hearings promptly and shall issue her/his decision not later than thirty (30) calendar days from the date of the close of the hearings or, if written briefs have not been waived, then from the date the final statements and proofs on the issues are submitted to her/him. The arbitrator's decision shall be in writing and shall set forth her/his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator's authority shall be limited to determining whether the University has violated arbitrable provisions of this contract. The arbitrator's decision shall be binding on the University and Union, subject to the provisions of the Illinois Educational Labor Relations Act.
5. Expenses. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the University and the Union. Any other expenses incurred shall be paid by the party incurring the same.

F. Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps may, if mutually agreed upon in writing by the Union and University, be filed at the appropriate advanced step where the action giving rise to the grievance was initiated.

G. Pertinent Information

Except as otherwise provided, either party may request the production of specific documents, books, or papers reasonably available and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied and, if granted, shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials.

Article XIX. No Strike or Lockout

This Agreement contains a grievance resolution procedure which provides for final and binding arbitration of disputes concerning the interpretation of this Agreement. Therefore, during the term of this Agreement, there shall be no strikes, work stoppages, slowdowns or sympathy strikes. No officer or representative of the Union shall authorize, institute, instigate, aid or condone any such activities by members of the bargaining unit. The Union further agrees that it will take reasonable means which are within its power to induce employees engaged in a strike or work stoppage in violation of the terms of this Agreement to return to work; such reasonable means include the Union, through its officials, disavowing in writing any such action or interference and advising in writing that faculty engaged in such activity immediately return to work and cease the violation. Faculty who violate this article may be subject to disciplinary action under the terms of this Agreement. In consideration of this “no strike pledge”, no lockout of employees shall be instituted by the Employer during the term of this Agreement; provided, however, this Article should not be construed as requiring the University to stay in continuous operation.

Article XX. Electronic Availability of Agreement

Within thirty (30) days of ratification, the University shall post this Agreement to its website. The University shall maintain this Agreement on its website for the duration of the Agreement.

Article XXI. Savings Clause

Should any part of this Agreement or any provision(s) contained herein be determined to be illegal or invalid by a court or agency of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by a court or agency pending a final determination as to its validity, such part or provision(s) shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. If either party makes a request, the invalidated part(s) or provision(s) will be renegotiated.

Article XXII. Entire Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each 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.

This Agreement represents the entire agreement between the University and the Union, and no further decisional bargaining is required during the term of the Agreement over mandatory or permissive subjects or practices not expressly addressed in this Agreement. However, the parties shall bargain over the impact of any decision that affects the wages, hours, and working conditions of faculty at the request of either party. Any agreement(s) which supplement this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the University and the Union.

Article XXIII. Duration

This Agreement shall become effective as of August 16, 2015, and, unless otherwise specifically provided herein, shall remain in full force and effect through August 15, 2018. This Agreement shall automatically be renewed from year-to-year thereafter unless either party notifies the other in writing not more than one hundred and twenty (120) days nor less than ninety (90) days prior to August 15, 2018, or August 15 of a subsequent year in the event of its automatic renewal, that it desires to modify its terms.

Notwithstanding any provisions of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless a party gives at least ten (10) calendar days advance written notice to the other party of its desire to terminate this Agreement; provided, such termination date shall not be prior to August 15, 2018, or the anniversary/expiration date of a subsequent year in the event of its automatic renewal. Upon termination of this Agreement, all benefits and obligations hereunder shall be terminated and shall not survive the Agreement unless otherwise required by law.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands on this _____ day of _____, 2015.

UIC UNITED FACULTY LOCAL 6456, IFT-AFT, AAUP

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

BY: _____
Comptroller

APPROVED: _____
Associate Vice President of Human Resources

APPROVED: _____
Executive Director of Labor and Employee Relations

Senior Associate Director, Labor and Employee Relations and Chief Negotiator

APPROVED AS TO LEGAL FORM:

University Counsel (Date)