# AGREEMENT

**by and between**

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

**and**

**NON-TENURE FACULTY COALITION LOCAL #6546/**
**AFT/IFT/AAUP**

## *NON-TENURE TRACK FACULTY*

**Effective August 16, 2024 through August 15, 2028**

Agreement

by and between

The Board of Trustees
of the University of Illinois

and

Non-Tenure Faculty Coalition/AFT/IFT/AAUP

University of Illinois at Urbana Champaign Non-Tenure Track 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 the Non-Tenure Track Faculty Coalition AFT/IFT/AAUP (hereinafter referred to as "Union") representing non-tenure track faculty employed by the University of Illinois at Urbana-Champaign as identified in Article II hereof.

# TABLE OF CONTENTS


| | | |
|---|---|---|
| ARTICLE I | Purpose | 1 |
| ARTICLE II | Recognition | 1 |
| ARTICLE III | Management Rights | 1 |
| ARTICLE IV | Union Membership and Union Activity | 3 |
| ARTICLE V | Non-Discrimination | 4 |
| ARTICLE VI | Health and Safety | 5 |
| ARTICLE VII | Physical Conditions and Intellectual Property | 5 |
| ARTICLE VIII | Wages | 6 |
| ARTICLE IX | Benefits and Leaves | 11 |
| ARTICLE X | Appointment, Reappointment and Promotion | 13 |
| ARTICLE XI | Hours of Work and Commitment | 16 |
| ARTICLE XII | Discipline and Dismissal | 17 |
| ARTICLE XIII | Academic Freedom | 18 |
| ARTICLE XIV | Access to Personnel File | 18 |
| ARTICLE XV | Labor Management Meetings | 19 |
| ARTICLE XVI | Grievance and Arbitration | 19 |
| ARTICLE XVII | Unauthorized Work Stoppage | 22 |
| ARTICLE XVIII | Dues Deductions | 22 |
| ARTICLE XIX | Electronic Availability of Agreement | 23 |
| ARTICLE XX | Savings Clause | 23 |
| ARTICLE XXI | Entire Agreement | 24 |
| ARTICLE XXII | Duration | 24 |

## ARTICLE I
## PURPOSE

This Agreement is intended to provide for an orderly collective bargaining relationship and the promotion of sound and mutually beneficial relations between the University and Union, on behalf of bargaining unit employees, and to establish and make clear the wages, hours, and terms and conditions of employment of bargaining unit employees, including a procedure for the equitable and just resolution of grievances relating to the express terms of this Agreement as required by the 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 July 8, 2014, in case number 2014-RC-0012-S, the University recognizes the UIUC Campus Faculty Association Local 6546, 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 a 0.51 or greater appointment as a faculty member) non-tenure track faculty with respect to educational employees employed at the Urbana-Champaign campus or employed in units located outside Urbana-Champaign which report administratively to the Urbana-Champaign campus.

## ARTICLE III
## MANAGEMENT RIGHTS

A. 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 or by law, the Employer reserves and retains in full, exclusively and completely, any and all management rights, prerogatives, and privileges previously vested in or exercised by the Employer, 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, including the transfer, alteration, curtailment, or discontinuance of any services;

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 bargaining unit members, including whether bargaining unit members will be reappointed and, if so, the terms and conditions governing such reappointment;

4. to determine the number of bargaining unit members to be appointed or reappointed;

5. to truncate appointments consistent with terms of the appointment as set forth in relevant *Statutes*, policies and procedures;

6. to determine, assign, and schedule the type and kind of services and the work to be performed by bargaining unit members or by others, including the job content and the location of such services or work;

7. to establish, modify, combine or eliminate positions;

8. 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;

9. to discipline, suspend, dismiss with just cause, non-renew and reappoint bargaining unit members;

10. to supervise, train, and evaluate bargaining unit members;

11. to determine materials and equipment to be utilized by bargaining unit members and the methods and means by which work shall be performed and services provided;

12. to establish quality and performance standards rules for bargaining unit members;

13. to adopt and enforce policies, rules, and regulations, including rules and regulations governing tuition waivers and the work, training, and conduct of bargaining unit members; and

14. to perform all other functions inherent in the administration and management, of the University.

B. Unless the parties are negotiating a successor agreement, any rights granted to or acquired by the employees or the Union under this Agreement or during its life shall have no application beyond the term of this Agreement or any renewal thereof. The failure of the Employer 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 Employer to exercise such power, function, authority, or right, 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 IV
## UNION MEMBERSHIP AND UNION ACTIVITY

A. The Union will advise the Employer in writing of all elected officers and alternates who have been designated by the Union.

B. The Employer will provide the Union employee data pertaining to bargaining unit members on the 16th day of each month, but no later than 5 business days after the 16th. The Employer will provide the Union the following bargaining unit member data in an Excel file:
   1. First and Last Name
   2. University Identification Number
   3. Unit of Employment
   4. College of Employment
   5. Campus Mailing Address
   6. Classification/Title
   7. Phone Number(s) of Record
   8. Salary
   9. Home Mailing Address
   10. University E-mail Address
   11. Date First Hired
   12. Percentage (%) of Appointment
   13. Service Basis
   14. Current Hire Date
   15. Appointment Begin Date
   16. Appointment End Date, if applicable
   17. Personal Email Address, if known

   Throughout the term of this agreement, the parties will continue to discuss ways to improve the efficiency and frequency of providing bargaining unit data to the union in a timely manner, including additional data elements if agreed upon by the parties.

   No later than October 16 of each year of the contract, the Employer will provide to the union a list of all bargaining unit members who currently hold a multi-year contract and a list of all bargaining unit members who meet the eligibility for the additional year of appointment provided for in Article X, Section C of the Agreement. The Union acknowledges eligibility may change according to the reappointment terms in Article X, Section C.

C. The University's Office of the Provost retains the right to determine the frequency, content, and format of any campus-wide new faculty orientations. To the extent that such an orientation is held, the Union, as the certified bargaining representative, will be afforded a table at that orientation in the same manner as other invited organizations and will be permitted, upon written request, to speak for up to fifteen (15) minutes about union matters at a session and a time determined by the Office of the Provost.

D. The Employer shall provide the Union, no later than five (5) business days following the annual campus-wide new faculty orientation, with a full list of bargaining unit members invited to

attend the annual campus-wide new faculty orientation, including job title provided by the invitee and the e-mail address.

E. The Union shall have the right to access meeting room space, other campus facilities, bulletin boards and the right to access campus mail services, as well as all visual and electronic communication methods for the purpose of distribution of information, subject to the same policies established for other faculty, staff, and other registered organizations recognized by the University and consistent with terms set forth in 115 ILCS 5/3 (c)(1). The Union shall have the right to the use of catering services consistent with terms of the venue where the event takes place.

F. Local representatives, officers and Union Staff shall have, for the purposes of Union business, reasonable access to the premises of the University, as permitted by law and existing University and Campus policies.

G. Each bargaining unit member may make their own personal decisions with respect to Union or other employee organization membership without intimidation or coercion. There will be no discrimination against any bargaining unit member by the Union or the Employer because a bargaining unit member chooses not to become a member of the Union or because the bargaining unit member 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.

H. If the Employer reclassifies job titles or categories of positions or employs a new job title or category of position having a community of interest with employees in the existing bargaining unit, employees in such new job title or category of position shall be included within the existing bargaining unit upon mutual agreement of the parties. Such actions will be pursuant to the procedures as set forth in the Illinois Educational Labor Relations Act.

I. By September 16th of each year, the Union shall provide Illinois Human Resources (IHR), the names of Union representatives assigned to units. IHR shall then notify the appropriate colleges of the individuals assigned as Union representatives, who will assist with the administration of this Agreement on behalf of the Union.

J. On or around the drop/add date of Fall and Spring Semesters of this Agreement, the Employer shall provide to the union a list of all enrollment counts for classes where the instructor of record is a member of the bargaining unit. Information shall include maximum and actual enrollment.

## ARTICLE V
## NON-DISCRIMINATION

There shall be no discrimination or harassment by the Union or the 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, citizenship status, pregnancy, age, disability, genetic information, arrest record status, status as a protected veteran, unfavorable

discharge from the military, sexual orientation, gender identity, membership or non-membership in or activity on behalf of or in opposition to the Union.

The Union and the University shall continue to abide by federal and state laws, including but not limited to nondiscrimination, equal opportunity, and affirmative action laws, orders, and regulations; as well as all university and campus policies regarding nondiscrimination and harassment in employment, including but not limited to the Policy and Procedures for Addressing Discrimination and Harassment, and Non-Title IX Sexual Misconduct Complaints ("Procedures") at the University of Illinois at Urbana-Champaign as may be amended from time to time. The Employer will follow all applicable laws concerning the employment of international faculty.

Bargaining unit members are encouraged to resolve complaints of discrimination utilizing the Procedures for Addressing Discrimination, Harassment and Non-Title IX Sexual Harassment Complaints in accordance with the Nondiscrimination Policy at the University of Illinois at Urbana-Champaign. Bargaining unit members shall be allowed to select a union representative to assist them in the processes under the Procedural Guidelines. Additionally, union representatives may inform the bargaining unit member of the rights and protections under this Agreement, including Weingarten Rights.

In all cases involving the Office for Access and Equity process and a bargaining unit member, once an investigation is commenced and until a written finding is rendered, the Union through Illinois Human Resources - Office of Labor and Employee Relations may request a status update after thirty (30) days and every thirty (30) days thereafter. This status update will be provided in a timely manner and will include an estimate of the additional time required to complete the process.

## ARTICLE VI
## HEALTH AND SAFETY

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. When possible, bargaining unit members should report any unhealthy or hazardous work conditions, and the University shall be responsive to requests from bargaining unit members for measures to secure hazardous materials in accordance with applicable laws and procedures.

## ARTICLE VII
## PHYSICAL CONDITIONS AND INTELLECTUAL PROPERTY

A. Space and Facilities: The Employer shall when practicable and in accordance with the law provide the bargaining unit members with space and facilities such as office, laboratory, classroom and work space adequate for effective and safe teaching, research, advising, and other activities necessary to their academic discipline and performance of duties. If required

to comply with applicable federal and state laws, bargaining unit members with research responsibility will be provided secure space, facilities and equipment.

B. Materials: Within the limits of available resources and within the Employer's discretion, the Employer shall provide materials for the fulfillment of work-related duties. In addition, a work computer appropriate for the work-related duties assigned shall be provided at the time of an initial hire to a title covered by this Agreement and shall be refreshed at least every five (5) years in accordance with the State of Illinois and University procurement rules. If such materials are required and not provided, bargaining unit members will not be adversely impacted as a direct result of not being provided the materials to perform those duties.

C. Private Spaces: Departments shall arrange for the availability of private space for bargaining unit members to utilize for the purpose of holding confidential meetings with their students. Bargaining unit members may schedule usage of this designated student meeting space in advance or on an *ad hoc* basis.

D. Intellectual Property: In accordance with Article III of *the General Rules Concerning University Organization and Procedures*, bargaining unit members may retain ownership rights to traditional academic copyrightable work.

## ARTICLE VIII
## WAGES

A. Merit-Based Salary Increases

1. Effective August 16, 2024, bargaining unit members shall participate in a 2% merit-based salary program or the FY 2025 campus-wide general salary program as may be announced by the Chancellor and Provost in the campus "FY 2025 Budget Guidelines" (in the event a general salary program is implemented), whichever is greater. The employees who receive a merit-based increase shall receive a minimum increase of one percent (1%). In the event a bargaining unit member does not receive a merit-based increase, upon request, the unit will provide the rationale to the individual.

   Effective August 16, 2024, bargaining unit members will be eligible to participate in a general compression, market, equity, retention (CMER) program equal to one-half percent (0.5%) of the bargaining unit salary base. Allocation of CMER adjustments will be determined in the sole discretion of the dean following consultation with department heads. However, the parties recognize that the entire one-half percent (0.5%) shall be allocated.

2. Effective August 16, 2025, bargaining unit members shall participate in a 2.5% merit-based salary program or the FY 2026 campus-wide general salary program as may be announced by the Chancellor and Provost in the campus "FY 2026 Budget Guidelines" (in the event a general salary program is implemented), whichever is greater. The employees who receive a merit-based increase shall receive a minimum increase of one percent (1%). In the event

a bargaining unit member does not receive a merit-based increase, upon request, the unit will provide the rationale to the individual.

Effective August 16, 2025, bargaining unit members will be eligible to participate in a general compression, market, equity, retention (CMER) program equal to one-half percent (0.5%) of the bargaining unit salary base. Allocation of CMER adjustments will be determined in the sole discretion of the dean following consultation with department heads. However, the parties recognize that the entire one-half percent (0.5%) shall be allocated.

3. Effective August 16, 2026, bargaining unit members shall participate in a 2% merit-based salary program or the FY 2027 campus-wide general salary program as may be announced by the Chancellor and Provost in the campus "FY 2027 Budget Guidelines" (in the event a general salary program is implemented), whichever is greater. The employees who receive a merit-based increase shall receive a minimum increase of one percent (1%). In the event a bargaining unit member does not receive a merit-based increase, upon request, the unit will provide the rationale to the individual.

   Effective August 16, 2026, bargaining unit members will be eligible to participate in a general compression, market, equity, retention (CMER) program equal to one-half percent (0.5%) of the bargaining unit salary base. Allocation of CMER adjustments will be determined in the sole discretion of the dean following consultation with department heads. However, the parties recognize that the entire one-half percent (0.5%) shall be allocated.

4. Effective August 16, 2027, bargaining unit members shall participate in a 2.5% merit-based salary program or the FY 2028 campus-wide general salary program as may be announced by the Chancellor and Provost in the campus "FY 2028 Budget Guidelines" (in the event a general salary program is implemented), whichever is greater. The employees who receive a merit-based increase shall receive a minimum increase of one percent (1%). In the event a bargaining unit member does not receive a merit-based increase, upon request, the unit will provide the rationale to the individual.

   Effective August 16, 2027, bargaining unit members will be eligible to participate in a general compression, market, equity, retention (CMER) program equal to one-half percent (0.5%) of the bargaining unit salary base. Allocation of CMER adjustments will be determined in the sole discretion of the dean following consultation with department heads. However, the parties recognize that the entire one-half percent (0.5%) shall be allocated.

5. Pursuant to the terms of paragraphs 1, 2, 3, and 4 above and in accordance with applicable campus and relevant academic unit policies and practices, individual members of the bargaining unit 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 and the general compression, market, equity, retention (CMER) salary adjustment. Because any determination as to salary 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.

6. The parties agree to share information that provides sufficient detail to ensure the applicable provisions of this Article VIII have been applied to bargaining unit members pursuant to its terms.

B. Salary Minimum

1. Effective August 16, 2024, the minimum salary for nine (9) month full time bargaining unit members in Instructor, Lecturer and modified Associate titles and in non-funding contingent positions will be $57,000. The minimum salary for nine (9) month full time bargaining unit employees in Instructor, Lecturer and modified Associate titles and in funding contingent positions will be $57,000, except in cases of proven hardship. In cases of proven hardship, the minimum salary for nine (9) month full time bargaining unit members shall be no lower than $53,000.

   Effective August 16, 2024, the minimum salary for nine (9) month full time bargaining unit members in teaching/research/clinical professorial titles and in non-funding contingent positions will be $60,000. The minimum salary for nine (9) month full time bargaining unit employees in teaching/research/clinical professorial titles and in funding contingent positions will be $60,000, except in cases of proven hardship. In cases of proven hardship, the minimum salary for nine (9) month full time bargaining unit employees shall be no lower than $56,000.

2. Effective August 16, 2025, the minimum salary for nine (9) month full time bargaining unit members in Instructor, Lecturer and modified Associate titles and in non-funding contingent positions will be $58,000. The minimum salary for nine (9) month full time bargaining unit employees in Instructor, Lecturer and modified Associate titles and in funding contingent positions will be $58,000, except in cases of proven hardship. In cases of proven hardship, the minimum salary for nine (9) month full time bargaining unit members shall be no lower than $54,000.

   Effective August 16, 2025, the minimum salary for nine (9) month full time bargaining unit members in teaching/research/clinical professorial titles and in non-funding contingent positions will be $62,500. The minimum salary for nine (9) month full time bargaining unit employees in teaching/research/clinical professorial titles and in funding contingent positions will be $62,500, except in cases of proven hardship. In cases of proven hardship, the minimum salary for nine (9) month full time bargaining unit employees shall be no lower than $58,500.

3. Effective August 16, 2026, the minimum salary for nine (9) month full time bargaining unit members in Instructor, Lecturer and modified Associate titles and in non-funding contingent positions will be $60,000. The minimum salary for nine (9) month full time bargaining unit employees in Instructor, Lecturer and modified Associate titles and in funding contingent positions will be $60,000, except in cases of proven hardship. In cases of proven hardship, the minimum salary for nine (9) month full time bargaining unit members shall be no lower than $56,000.

Effective August 16, 2026, the minimum salary for nine (9) month full time bargaining unit members in teaching/research/clinical professorial titles and in non-funding contingent positions will be $65,000. The minimum salary for nine (9) month full time bargaining unit employees in teaching/research/clinical professorial titles and in funding contingent positions will be $65,000, except in cases of proven hardship. In cases of proven hardship, the minimum salary for nine (9) month full time bargaining unit employees shall be no lower than $61,000.

4. Effective August 16, 2027, the minimum salary for nine (9) month full time bargaining unit members in Instructor, Lecturer and modified Associate titles and in non-funding contingent positions will be $61,000. The minimum salary for nine (9) month full time bargaining unit employees in Instructor, Lecturer and modified Associate titles and in funding contingent positions will be $61,000, except in cases of proven hardship. In cases of proven hardship, the minimum salary for nine (9) month full time bargaining unit members shall be no lower than $57,000.

   Effective August 16, 2027, the minimum salary for nine (9) month full time bargaining unit members in teaching/research/clinical professorial titles and in non-funding contingent positions will be $67,500. The minimum salary for nine (9) month full time bargaining unit employees in teaching/research/clinical professorial titles and in funding contingent positions will be $67,500, except in cases of proven hardship. In cases of proven hardship, the minimum salary for nine (9) month full time bargaining unit employees shall be no lower than $63,500.

C. Discretionary Salary Adjustments

Nothing within this Agreement shall preclude the University, at any time, from providing salary increases to bargaining unit members that exceed the amounts specified within this Article or from granting monetary awards or incentives to bargaining unit members that will not be added to the member's base salary.

D. New Hires

Nothing in this Agreement shall restrict or modify the University's ability to unilaterally establish the salary of a newly-hired bargaining unit member at a rate higher than the base rate set herein.

E. Promotions

Promotions shall be accompanied by a salary increase as set by the appointing unit, which shall be no less than $2000 for Instructor to Senior Instructor and Lecturer to Senior Lecturer, $3000 for Senior Instructor to Principal Instructor and Senior Lecturer to Principal Lecturer, $3000 for Assistant Professor to Associate Professor in the teaching/research/clinical professorial titles, and $4000 for Associate Professor to Professor in the teaching/research/clinical professorial titles. Promotional increases for bargaining unit members do not disqualify them from participation in the general salary program and are not intended to replace or reduce merit increases.

F. Payment of Salary

Bargaining unit members, as a regular course of business, shall be paid in twelve (12) equal monthly installments consistent with IRS regulations. Salary shall be paid by direct deposit except in the case of emergency or unless another method of payment is required by law.

G. Professional Development

Bargaining unit members who hold a nine (9) month or greater, full time, non-visiting appointment shall, upon request, receive up to $500 per academic year for allowable expenses related only to research and/or teaching-related professional development, to be reimbursed in accordance with University policy and guidelines. The amount shall increase to $750 per academic year effective August 16, 2025. Bargaining unit members may check with their unit business office prior to expending funds if they have questions about the reimbursement process. Any unused funds shall not carry forward to the subsequent academic year. Nothing in this Section shall preclude a unit from providing professional development funds to bargaining unit members that exceed the amount specified within this Section. Additionally, nothing in this Section shall require units that are currently providing more than the amount set forth in this Section to provide any additional funds for professional development. These funds may be used for expenses including but not limited to presenting at a conference, attending a conference, purchasing and maintaining technology, research and/or teaching-related materials, and traveling for the purpose of research.

H. Salary Compression Adjustment

1. Effective August 16, 2024, bargaining unit members who were hired on or before August 16, 2022, in a title covered by the collective bargaining agreement, who have been continuously appointed for at least nine (9) months per academic year in a title covered by the collective bargaining agreement, and who as of August 15, 2024, earn less than or equal to $59,999 per year for a 1.0 FTE position shall receive an increase to their salary equal to $900 per year for every consecutive year they have been employed in a full-time position covered by this agreement. In no event shall the compression adjustment exceed ten percent (10%) of a member's salary after the provisions of Section A and B of this Article have been applied.

2. Effective August 16, 2024, bargaining unit members who were hired on or before August 16, 2022, in a title covered by the collective bargaining agreement, who have been continuously appointed for at least nine (9) months per academic year in a title covered by the collective bargaining agreement, and who as of August 15, 2024, earn $60,000 through $64,999 per year for a 1.0 FTE position shall receive an increase to their salary equal to $800 per year for every consecutive year they have been employed in a full-time position covered by this agreement. In no event shall the compression adjustment exceed ten percent (10%) of a member's salary after the provisions of Section A and B of this Article have been applied.

3. Effective August 16, 2024, bargaining unit members who were hired on or before August 16, 2022, in a title covered by the collective bargaining agreement, who have been

continuously appointed for at least nine (9) months per academic year in a title covered by the collective bargaining agreement, and who as of August 15, 2024, earn $65,000 through $69,999 per year for a 1.0 FTE position shall receive an increase to their salary equal to $700 per year for every consecutive year they have been employed in a full-time position covered by this agreement. In no event shall the compression adjustment exceed ten percent (10%) of a member's salary after the provisions of Section A and B of this Article have been applied.

4. Effective August 16, 2024, bargaining unit members who were hired on or before August 16, 2022, in a title covered by the collective bargaining agreement, who have been continuously appointed for at least nine (9) months per academic year in a title covered by the collective bargaining agreement, and who as of August 15, 2024, earn $70,000 through $74,999 per year for a 1.0 FTE position shall receive an increase to their salary equal to $350 per year for every consecutive year they have been employed in a full-time position covered by this agreement. In no event shall the compression adjustment exceed ten percent (10%) of a member's salary after the provisions of Section A and B of this Article have been applied.

I. Signing Bonus

Bargaining unit members who were hired on or before August 15, 2024, and who are employed by the University in a bargaining unit classification as of the date that this Agreement is fully executed also shall receive a one-time signing bonus of five hundred dollars ($500.00) that will not be added to their base.

J. Multiple Raises

1. When a bargaining unit member is eligible for both a merit-based annual salary increase (Section A of this article) and a base salary increase (Section B of this article), the bargaining unit member shall receive whichever is greater.

2. When a bargaining unit member is eligible for both a salary increase as the result of a promotion (Section E of this article) and any other salary increase, the bargaining unit member shall receive the promotional raise after all other salary increases.

## ARTICLE IX
## BENEFITS AND LEAVES

A. Benefits

1. Bargaining unit members are eligible to participate in the group health insurance plans offered to University employees through the State of Illinois Department of Central Management Services to the extent permitted under the provisions of those plans, which may be modified from time-to-time. Bargaining unit members also are eligible to participate in additional benefit programs offered through the University to the extent

permitted under the provisions of those programs, which may be modified from time-to-time.

If a bargaining unit member chooses to participate in any of the benefit programs described above, their coverage shall end on the last day of their benefit-eligible appointment, defined as the end date of the "period of payment" provided in the member's Notification of Appointment (NOA).

2. A bargaining unit member who retires from employment with the University will be eligible to retain an active Net ID and email account, and will be eligible to obtain a retiree identification card in accordance with applicable University policies, as amended from time to time. If a bargaining unit member wishes to obtain access to the University Library after their retirement, they may request a 0% affiliation to the home department, which shall not be unreasonably denied. Such request shall also be in accordance with any break-in-service requirements of the State Universities Retirement System.

B. Leaves

Bargaining unit members are eligible to take leaves from work to the extent permitted under the terms of any applicable University or campus leave policies, which the University reserves the right to modify from time-to-time within its discretion. Bargaining unit members are not responsible for finding a replacement when they receive an approved leave.

C. Modified Teaching Duties for a New Child

1. The University and the Union are committed to creating a family/life-friendly work environment.

2. Effective January 16, 2025, upon written request, a bargaining unit member who holds a full-time appointment for at least nine (9) months will receive a course reduction, course reassignment, or teaching modality modification for the birth of a child, or the initial placement of a child under 18 years of age for adoption or the legal adoption of a child under 18 years of age.

3. The maximum period for Modified Teaching Duties is equivalent to one (1) semester per academic year and bargaining unit members must request Modified Teaching Duties immediately following the time period the parental leave is taken, and the parental leave is taken in a full block of time; unless a hardship exemption of the Unit Executive Officer (UEO), is requested. If both parents qualify for Modified Teaching Duties and are in the same academic department, it is generally expected the parents will request Modified Teaching Duties for separate semesters.

4. As early as practicable, the request for Modified Teaching Duties must be made in writing to the UEO, includincluding a statement that the faculty member is a parent or primary caregiver and the date the family circumstances occurred or are expected. The bargaining unit member is encouraged to work with the UEO to devise appropriate teaching coverage

or alternative instructional adjustments. The length of the modified teaching duties shall first be determined by the UEO after discussions with the bargaining unit member. The UEO will forward to the Dean for final approval, or the Dean may delegate authority to the UEO. The Dean or delegate will provide the UEO and the bargaining unit member(s) with a final approval or denial in writing.

5. Modified Teaching Duties are not a leave, and bargaining unit members are expected to fulfill their other professional duties.

6. It is the responsibility of the bargaining unit member to inform their UEO of any changes in the circumstances related to the grounds for granting Modified Teaching Duties.

7. The University preserves the right to withdraw approval for Modified Teaching Duties, if circumstances warrant it.

D. Serious Medical Events

Effective January 16, 2025, a bargaining unit member; who has a Family Medical Leave (FMLA) qualifying event, but does not otherwise qualify for FMLA; may discuss with the UEO who may then assign alternative methods to perform duties while the serious medical event is occurring for up to twelve (12) weeks. The manner and duration in how this is addressed is at the sole discretion of the UEO. Nothing herein prevents a UEO from granting alternative methods to perform duties to any bargaining unit member who has a family member facing a terminal illness, subject to approval by the Dean. The manner and duration in how this is addressed is at the sole discretion of the UEO and subject to approval by the Dean.

## ARTICLE X
## APPOINTMENT, REAPPOINTMENT AND PROMOTION

Decisions of the University relating to appointment, reappointment and promotion will be made consistent with the University of Illinois *Statutes,* The General Rules Concerning University Organization, and University of Illinois at Urbana-Champaign campus, college and unit policies, as may be amended from time to time.

A. Appointment

1. All initial appointments shall be recommended by the relevant appointing department or unit in accordance with University and campus policies and procedures.

2. The use of the term “Visiting” shall be in accordance with the provisions of the Provost’s Communications, as may be amended from time to time. All visiting appointments shall be made by the relevant appointing unit.

B. Reappointment

Consistent with University and campus policies, bargaining unit members may be eligible for reappointment at the sole discretion of the appointing unit.

1. Academic units will inform bargaining unit members as to whether they will be reappointed no later than May 1st of each year. The parties acknowledge and agree, however, that such communication may be delayed based on various factors and administrative considerations, including but not limited to projected student enrollments, and funding variables. If an academic unit has not been able to finalize its decision regarding reappointment by May 1st, the academic unit will inform the bargaining unit member of that fact and will communicate with the member regarding reappointment on or before July 1st of that year. The parties recognize that this communication is separate from the formal appointment processes that will be conducted in accordance with the University's standard practices and procedures.

2. If requested within ninety (90) days of receipt of communication on non-reappointment, an individual who is not reappointed shall be provided the reason for their non-reappointment in writing and in a timely manner.

C. Reappointment of Long-Term Bargaining Unit Members

When an appointing unit makes a decision to reappoint a bargaining unit member for a fifth (5th) year and thereafter, the following shall apply:

1. The appointing unit will provide an additional appointment equivalent to the current covered appointment if a decision to not reappoint is subsequently made.

2. The additional appointment will be beyond the bargaining unit member's current appointment period.

To be eligible for this period of continued employment, a bargaining unit member must have four (4) continuous years within the same college of non-visiting, non-funding contingent academic year service in a title covered under this Agreement at 100% time (i.e., 1.0 FTE or cumulative appointments at 1.0 FTE).

Nothing herein shall preclude the appointing unit from making a decision not to reappoint consistent with the terms of this section.

D. Promotion

1. Promotion of bargaining unit members will be conducted in a manner consistent with the written expectations, policies and procedures of the unit, college, campus and University, as may be amended from time to time.

2. In addition to or as part of the annual review process, and upon request of the professorial track bargaining unit member, a pre-promotion discussion may be requested and performed at least one (1) calendar year in advance of the deadline that the promotion dossier is expected, unless

mutually agreed upon otherwise. Bargaining unit members who have not had this pre-promotion discussion may still be considered for promotion. The pre-promotion discussion may include the candidate portions of the Promotion Dossier Outline in *Provost's Communication* #26.

3. The parties recognize that promotion represents an acknowledgement of a bargaining unit member's professional growth, merit and expertise in their field. Promotions build on the expectations of excellence, growth and professional development of the bargaining unit member since the time of hire or since the time of previous promotions, whichever is most recent.

4. Bargaining unit members have the right to appeal a promotional denial consistent with the terms set forth in *Provost Communication* #26.

E. Multi-Year Contracts

Bargaining unit members classified as a Teaching Associate Professor or Clinical Associate Professor for three (3) consecutive academic years in the same 1.0 FTE, non-visiting, non-funding-contingent position in the same unit, and if reappointed, shall be offered a multi-year contract of at least two (2) years, subject to any applicable work authorization and the campus binding ceiling on the number of multi-year contracts. Consecutive academic years spent at lower levels within the teaching/clinical professorial track shall count towards the three (3) consecutive academic years eligibility standard set herein.

Bargaining unit members classified as a Teaching Professor or Clinical Professor for three (3) consecutive academic years in the same 1.0 FTE, non-visiting, non-funding-contingent position in the same unit, and if reappointed, shall be offered a multi-year contract of three (3) years, subject to any applicable work authorization and the campus binding ceiling on the number of multi-year contracts. Consecutive academic years spent at lower levels within the teaching/clinical professorial track shall count towards the three (3) consecutive academic years eligibility standard set herein.

Otherwise, as reflected in *Provost Communications* #17 and #25, as may be amended from time to time, the University encourages the use of multi-year contracts whenever appropriate. The appointing unit will determine whether to offer a multi-year contract to individual eligible bargaining unit members under other circumstances in a manner consistent with University *Statutes*, campus, college and unit policies. If a bargaining unit member is eligible for a multi-year contract under the University *Statutes,* campus, college, and unit policies, and the member has held a qualifying title for more than five (5) years but has not been offered a multi-year contract, the member may request an evaluation for consideration for a multi-year contract and is entitled to receive that review. If the bargaining unit member is not offered a multi-year contract after this consideration, the bargaining unit member may request an explanation for that decision. Nothing contained herein shall preclude the Employer, at the discretion of the unit and consistent with University *Statutes*, campus, college and unit policies, from offering a bargaining unit member a multi-year appointment at any time. The terms of the multi-year contract supersede the terms set forth in Article X, Section C, of this Agreement.

F. Disputes

Disputes a bargaining unit member or the Union may have relating to appointment, reappointment, reappointment of long-term bargaining unit members, multi-year contracts and promotion shall be handled under the policies and procedures of the appointing unit, applicable college, and campus, the University of Illinois *Statutes*, and The General Rules Concerning University Organization and shall not be subject to the Grievance and Arbitration Article of this Agreement.

## ARTICLE XI
## HOURS OF WORK AND COMMITMENT

A. Hours

Bargaining unit members are expected to perform the number of work hours needed to fulfill the responsibilities and commitments required of their respective appointments. As professionals, bargaining unit members acknowledge and recognize that, on occasion, they may be required to perform services outside the term of their notifications of appointment.

B. Dates of Appointment

Bargaining unit members shall follow the dates of their appointment in the notification of appointment. Bargaining unit members shall not be required to perform duties outside their dates of service, with the exception of grade reporting, grade disputes, and unit orientation, training, or meetings. If practicable, such duties outside the dates of appointment may be performed electronically. Notification for these duties that occur outside of the dates of appointment will be provided in advance to the extent practicable.

C. Workload Expectations

On or around the time a bargaining unit member accepts a new position, promotion, or is reclassified into a new position, the Unit Executive Officer (UEO) shall establish clearly documented expectations to the bargaining unit member by defining the duty percentages and course loads, types and kinds of services, and the work assigned to fulfill those duty percentages, which may be changed from time-to-time. Workload expectations shall be in accordance with *Provost Communications* #25 & #26, which may be modified from time-to-time.

D. Workload Changes

If a UEO substantively amends the duties of the bargaining unit member over the course of the appointment, the adjustment will be clearly documented to the bargaining unit member. Any substantive changes related to workloads shall first be discussed between the Unit Executive Officer (UEO) and/or designee and the bargaining unit member. Substantive changes in workload shall be at the discretion of the UEO or designee, consistent with the terms set forth in Article III. Appropriate remedies related to workload increases include, but are not limited to, Service in Excess (SIE) appointments and/or workload modifications.

E. Workload Disputes

Any disputes related to workloads shall first be discussed with the Unit Executive Officer (UEO) and/or designee. If a dispute exists after the discussion with the UEO or designee, the bargaining unit member may notify the appropriate human resources representative to continue the discussion in an effort to resolve the dispute. A union representative may participate in the continued discussion with the human resources representative. Disputes related to workloads shall not be subject to the grievance procedure.

F. Principal Investigators

A bargaining unit member may serve as a Principal Investigator in accordance with the *Eligibility to Serve as a Principal Investigator (PI) Policy*, as may be amended or superseded from time-to-time. Such approval shall be in a timely manner and shall not be unreasonably denied taking into account the operational/academic needs of the unit and applicable deadlines.

G. Conflicts of Interest

Bargaining unit members also are required to comply with the University of Illinois Policy on Conflicts of Commitment and Interest, as well as all related applicable 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 XII
## DISCIPLINE AND DISMISSAL

A. The Employer may discipline, suspend, or dismiss a bargaining unit member prior to the end of their appointment term, up to and including discharge, for just cause.

B. With respect to any meeting at which disciplinary action may be imposed on a bargaining unit member, the bargaining unit member shall receive two (2) days prior written notice of the purpose of the meeting and shall be advised of their right to Union representation.

C. With respect to any meeting that may result in discipline at a later time, the bargaining unit member shall be advised of their right to union representation.

D. A bargaining unit member may utilize the Grievance and Arbitration procedure set forth in this Agreement to appeal the disciplinary action, suspension or dismissal. In no instance, however, even if the arbitrator determines that there was a lack of just cause for the discipline or dismissal, shall the arbitrator possess the authority to award a bargaining unit member any remedy (e.g., compensation, re-appointment, etc.) for time beyond the terminal date of the appointment during which they were disciplined, suspended, or dismissed.

E. In the event the Employer dismisses a bargaining unit member prior to the end of their appointment term, and the dismissal remains unchallenged or is upheld by an arbitrator, such bargaining unit member shall only be entitled to compensation for services performed prior to the dismissal.

F. A failure to reappoint a bargaining unit member upon the expiration of the term of their appointment is not discipline or a dismissal under this Article.

## ARTICLE XIII
## ACADEMIC FREEDOM

Bargaining unit members shall be entitled to the protection of academic freedom as set forth in the University of Illinois *Statutes*. Bargaining unit members who believe that their academic freedom rights have been violated may submit a request to the campus Senate Committee on Academic Freedom and Tenure (CAFT) to review the matter and make recommendations consistent with CAFT policies and procedures. CAFT is an advisory body to the campus. Neither its recommendations nor the substance of campus decisions on matters related to academic freedom can be grieved pursuant to the Grievance and Arbitration Article of this Agreement. The administration will continue to encourage the faculty Senate to include bargaining unit member representation on the Committee on Academic Freedom and Tenure.

## ARTICLE XIV
## ACCESS TO PERSONNEL FILE

A. Illinois Human Resources in conjunction with the Office of the Provost shall maintain the official personnel file for each bargaining unit member in compliance with the Illinois Personnel Record Review Act (820 ILCS § 40/1, *et seq*.).

B. The personnel file shall contain materials pertinent to the academic and employment related activities of the bargaining unit member.

C. All bargaining unit members 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*.).

D. A bargaining unit member's signature on disciplinary or evaluative material confirms only discussion or receipt of these documents, but indicates neither agreement nor disagreement.

E. Each 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.

F. The Employer shall not gather or keep records of non-academic or non-employment related activities or information, as provided by law.

G. Upon request by a bargaining unit member, the Employer will reproduce materials in the bargaining unit member's personnel file in accordance with the Personnel Record Review Act.

H. The Employer will comply with the Personnel Records Review Act when releasing information from a bargaining unit member's personnel file to a third party.

## ARTICLE XV
## LABOR MANAGEMENT MEETINGS

During the term of this Agreement, the Union and the Employer shall meet at least one (1) time per semester at the request of the Union. The Union shall designate two members to meet on its behalf, and the Employer will designate two individuals, one of whom shall be from Academic Human Resources. The parties shall meet at a mutually agreeable time and place. Either side may submit to the other a list of items to be discussed. The purpose of these meetings shall be to discuss anything relevant to the collective bargaining relationship of the two parties, excluding any issue that has been submitted as a grievance.

## ARTICLE XVI
## GRIEVANCE AND ARBITRATION

A. Basic Principles and Definition of Grievance

A grievance is a complaint filed by a bargaining unit member, a group of bargaining unit members, the Union, or the Union on behalf of a member (or members) alleging a violation by the University of a specific provision or provisions of this Agreement. It is understood and agreed that no dispute is subject to the grievance procedure if the matter is not specifically covered by this Agreement. However, any dispute or difference of opinion concerning an employment related decision that falls within the exclusive authority of the University is not grievable under this Article. No grievance shall be considered under this procedure unless it is presented as provided below.

1. Every bargaining unit 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 bargaining unit members and supervisors. If possible, the grievance should be solved through informal discussion with the supervisor in the department in which the alleged violation occurred. Such informal discussions are encouraged but optional, but shall have no effect upon the time limits set forth in this Agreement and shall not invalidate the grievance. 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. A bargaining unit member who participates in the grievance procedure shall not be subject to discipline or reprisal because of such representation.

4. Upon mutual agreement, the parties may agree for grievances to be initiated at advanced steps.

5. Either party may invite a member of the Labor and Employee Relations Section of Illinois Human Resources to participate in any discussions and/or meetings held in accordance with this Article and the Union shall advise the Labor and Employee Relations Section of Illinois Human Resources prior to any discussions and/or meetings held. In no way shall failure to notify constitute a forfeit of the grievance.

6. Grievance files shall be kept separate from the official personnel file maintained by Illinois Human Resources.

B. Time Limits

Failure to file a grievance within twenty (20) business days following the date when the events on which the grievance is based occurred or within twenty (20) business days following the date when the grievant reasonably should have known the events on which the grievance is based occurred 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 ten (10) business days following the final date on which the University's response was due. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing between the Union and the Labor and Employee Relations Section of Illinois Human Resources. Any step of the grievance procedure may be waived by mutual agreement in writing between the Union and the Labor and Employee Relations Section of Illinois Human Resources. A request for an extension of time or waiver of a step of the Grievance Procedure shall be addressed to the Labor and Employee Relations Section of Illinois Human Resources or to the Grievance Officer of the Union.

C. Adjustment of Grievances

LEVEL 1. If the grievance is not resolved through informal discussion or no informal discussion occurred, the grievant shall have twenty (20) business days from the date of the first events on which the grievance is based to file a written grievance with the bargaining unit member's supervisor, Unit Executive Officer or designee. The written grievance shall 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, Unit Executive Officer, or designee, may meet with the grievant (and their Union representative, if so desired) and shall issue a written decision on the grievance to the grievant within ten (10) business days after receipt of the written grievance or within ten (10) business days of the meeting if one is held, whichever is later.

LEVEL 2. In the event the grievance is not resolved at Level 1, the decision rendered may be appealed to the Dean of the College or designee in which the bargaining unit member is appointed, provided such appeal is made in writing within ten (10) business days after receipt of the Level 1

decision. If a grievance has been appealed, the Dean or designee may meet to discuss the grievance. Within ten (10) business days after receipt of the appeal or within ten (10) business 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 at 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 ten (10) business days after receipt of the Level 2 decision. If a grievance has been appealed to Level 3, as described above, the Provost or designee may meet to hear the grievance. Within ten (10) business days after receipt of the appeal or within ten (10) business days after the meeting, whichever is later, the Provost or designee shall issue a decision in writing to the parties involved.

D. Arbitration Procedure

1. Request. The Union may submit a grievance to arbitration, provided written notice of the Union's intent to arbitrate is delivered to the Labor and Employee Relations Section of Illinois Human Resources within twenty (20) business days following receipt of the Level 3 decision.

2. Selection of Arbitrator. Upon submission of a request for arbitration, the parties may, within ten (10) business 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 this ten (10) business day period, the parties shall jointly request the Federal Mediation and Conciliation Services (FMCS) to submit a panel of seven (7) arbitrators, all of whom shall be 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 names from the panel. The party requesting arbitration shall strike first; followed by the other party. Alternate strikes shall continue until only one name is left and this person remaining shall be the arbitrator. The parties shall promptly notify the arbitrator of their selection. If this arbitrator is not available or recuses themself from the case, a new panel of arbitrators shall be requested from FMCS; the costs of this new panel shall be split between the parties.

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. If both parties agree, the parties may submit written briefs in lieu of an evidentiary hearing.

4. Decision. The arbitrator so selected shall confer with the University and Union representatives and hold hearings promptly and shall issue the 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 the arbitrator. If the arbitrator is unable to issue the complete award within the thirty (30) calendar days, the arbitrator shall issue an interim award stating the outcome of the award pending the final complete decision. Should the arbitrator require more than thirty

(30) calendar days to issue a decision, the arbitrator shall notify the parties involved and provide a timeline for issuance. The arbitrator's decision shall be in writing and shall set forth the 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 shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this contract. To the extent that the University's action is based upon academic judgment, the arbitrator shall have no authority or jurisdiction to substitute their judgment for that of the University and its agents. The decision of the arbitrator shall be submitted to the parties and, if it is rendered in accordance with the provisions of this section, shall be final and binding on the parties.

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.

## ARTICLE XVII
## UNAUTHORIZED WORK STOPPAGE

The Union agrees not to strike during the term of this Agreement. The Union, through its officers, representatives, dues paying members and all bargaining unit members covered by this Agreement shall not authorize, institute, participate in or condone any strike, work stoppage, slowdown, or sympathy strike or any concerted interference against the operations of the University during the term of this Agreement. The Union further agrees to take reasonable means which are within its power to induce bargaining unit members engaged in a strike or work stoppage in violation of the terms of this Agreement to return to work; such reasonable means include that the Union, through its officials, disavow in writing the strike or work stoppage and advise in writing that the bargaining unit member engaged in such activity immediately return to work and cease the violation. Any or all bargaining unit members who violate the provisions of this Article may be subject to disciplinary action, including dismissal under the Discipline and Dismissal Article of this Agreement.

The Employer agrees not to lock out the Union or any bargaining unit member during the term of this Agreement.

## ARTICLE XVIII
## DUES DEDUCTIONS

A. Dues Deductions

Upon the receipt of a written and signed authorization card of an employee, the Employer 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 Employer of any dues increase, in writing, at least thirty (30) days prior to its effective date. Nothing contained herein shall require the Employer to take any action to collect any dues from any Employee in any given pay period except to the extent that such Employee earns wages from the Employer in that period. The Employer shall not be responsible for withholding or deducting any amounts from an employee's paycheck (including, without limitation, any one-time fees, such as initiation fees) on behalf of the Union other than regularly occurring union dues.

B. Indemnification

The Union shall indemnify and hold the Employer, 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 Employer, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this Article. The Employer shall immediately inform the Union of any appeals or legal action regarding this Article.

C. Remittal of Withholdings

The Employer shall take such steps as may be required to accomplish any wage withholdings authorized or required by Section A hereof and shall do such things as are necessary to cause said withholdings 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 Employer to make any withholdings unless and until the Union has notified the Employer of the address to which the amount so withheld should be sent and has certified the amount of dues/assessments to be withheld, both within sufficient time to permit the Employer to carry out its obligations to so withhold. The amount withheld shall not change until the Union notifies the Employer that a different dues amount should be collected. The Union shall receive a listing of bargaining unit members and corresponding deductions pursuant to this Article.

## ARTICLE XIX
## ELECTRONIC AVAILABILITY OF AGREEMENT

Within ninety (90) 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 XX
## 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 of competent jurisdiction 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. The invalidated part(s) or provision(s) may

be renegotiated before an appeal is concluded or shall be renegotiated after the conclusion of an appeal, if either party makes a request.

## ARTICLE XXI
## ENTIRE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining. This Agreement supersedes and cancels all previous agreements prior to the date of ratification, oral or written, or based on an alleged past University practice, either established by the University or between the Employer and the Union. Any agreement(s) which supplement this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed on behalf of the University and the Union.

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. 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 affect the wages, hours, and working conditions of bargaining unit members 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 XXII
## DURATION

This Agreement shall become effective upon execution by both parties and shall remain in full force and effect through August 15, 2028. This Agreement shall automatically be renewed thereafter from year to year unless either Party notifies the other in writing at least nighty (90) days prior to its expiration date of desire to modify or terminate it.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands

on this the 17th day of September, 2024.

NON-TENURE FACULTY COALITION

Theresa Dobbs
President

Jordan Sellers
Secretary

Dani Nyikos
Co-Chief Negotiator

Rachel Fein-Smolinski
Co-Chief Negotiator

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

BY: Paul Ellinger 09/17/2024

Paul Ellinger, Date
Vice President, Chief Financial Officer, and Comptroller

APPROVED:

Jami Painter

Jami M. Painter,
Senior Associate Vice President for Human Resources

Thomas Riley

Thomas H. Riley, Jr.
Executive Director for Labor and Employee Relations

Shari Mickey-Boggs
Senior Associate Chancellor for Human Resources

Robb B. Craddock
Chief Negotiator

APPROVED AS TO LEGAL FORM:

Office of University Counsel