

AGREEMENT

by and between

THE BOARD OF TRUSTEES
OF THE UNIVERSITY OF ILLINOIS

and

UIC UNITED FACULTY LOCAL 6456, IFT-AFT, AAUP, AFL-CIO

NON-TENURE TRACK SYSTEM FACULTY

Effective August 16, 2022 through August 15, 2026

Agreement by and between

The Board of Trustees of the University of Illinois

and

UIC United Faculty Local 6456, IFT-AFT, AAUP, AFL-CIO
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 the "University"), and UIC United Faculty Local 6456, IFT-AFT, AAUP, AFL-CIO (hereafter referred to as the "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 Corrected Order of Certification issued by the Illinois Educational Labor Relations Board on July 22, 2022, in case number 2022-RS- 0013-C, and subsequent IELRA regulation amendments, the University recognizes UIC United Faculty Local 6456, IFT-AFT, AAUP, AFL-CIO (herein referred to as the "Union"), as the exclusive representative for the purpose 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, and all Bridge to Faculty program scholars.

Excluded: All faculty members of the College of Pharmacy, the College of Medicine, the School of Law, and the College of Dentistry and all Bridge to Faculty program scholars in those colleges 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 and Anti-Harassment

- A. There will be no discrimination by either the Union or University against any person because of race, color, national origin, religion, sex, pregnancy, sexual orientation, gender (including gender identity and gender expression), age, disability (including mental and physical), marital status, order of protection status, genetic information, veteran status, ancestry, unfavorable discharge from the military, citizenship or immigration status, arrest record, or status as a protected veteran.
- B. There shall be no discrimination against any employee because of Union membership or because the employee is acting as a representative of the Union or its members or other employees pursuant to the Agreement or policies or rules.
- C. The University of Illinois and the Union will not tolerate harassment. Harassment is defined as unwelcome conduct that is based on the actual or perceived categories above in Section A that has the purpose or effect of: 1) becoming a condition of continued employment; or 2) is sufficiently severe or pervasive to substantially interfere with the individual's work performance or create what a reasonable person would consider an intimidating, hostile, or offensive work environment. For purposes of this definition, the phrase "working environment" is not limited to a physical location an employee is assigned to perform their duties.
- D. The University of Illinois and the Union will not tolerate sexual harassment. Sexual harassment and sexual misconduct are defined in the University's Comprehensive Policy and Procedures for Sexual Misconduct Grievance Process. The University's policy can be found on the Office for Access and Equity (OAE) website. The University considers such behavior, whether physical or verbal, to be a breach of its standards of conduct.
- E. The University of Illinois and the Union do not condone workplace bullying. In the event that the UI System adopts a definition of and policy governing bullying, the University will follow the policy governing bullying. UIC Human Resources will update the Union every three months, upon Union request, on the progress toward defining bullying and creating a policy to address it through the terms of this contract.
- F. The University will take action to provide remedies when such unlawful discrimination and/or harassment is properly reported or discovered as provided by law, and University policy. The University considers the behavior laid out in Sections A-E to be a breach of its standards of conduct. The University and the Union are committed to eliminating unlawful

discrimination and to that end the Union may designate two (2) members of the Union to meet with the OAE for the purpose of providing input and policy recommendations once per year at the request of the Union. Topics at this meeting may include the Gender Inclusive Resources available at <http://oae.uic.edu/resources/gender-inclusive-resources/>. OAE investigates claims of discrimination and harassment in accordance with University policy, and applicable law.

G. In any proceedings regarding a sexual harassment and/or discrimination complaint, an employee may choose to have a Union representative serve to advise, represent, and support the employee who is filing a complaint in accordance with the relevant University policies and this Agreement.

H. The University prohibits unlawful retaliation for participating in a protected activity. The University's retaliation policy can be found at: <https://oae.uic.edu/policies/prohibition-of-retaliation/>.

I. Supportive Measures

Employees who may have experienced sexual harassment or discrimination at the University may request workplace supportive measures (e.g., moving office spaces, counseling, modification of work schedules/assignments or restrictions on contact between the Parties). Employees may submit a request for supportive measures to OAE, Campus Advocacy Network (CAN) or the relevant department chair, program director or unit head (collectively, the "supervisor"). The employee may choose to have a Union representative and/or CAN advocate present at that meeting. No workplace supportive measure shall result in loss of pay for the employee who may have experienced sexual harassment, harassment, or unlawful discrimination, except if an employee chooses to either request a reduction in work hours and/or to take a voluntary leave of absence and such leave is approved. Decisions regarding a request for supportive measures, pursuant to this section of the Agreement, shall be made by the supervisor (where appropriate) in consultation with OAE. An employee's request for supportive measures that does not require mandatory reporting shall not result in a formal report filed to OAE unless requested by the employee. Requests for supportive measures will not be unreasonably denied. If an employee's request for supportive measures is denied, an employee can request a review of the decision with OAE and have a union representative present at the meeting. Decisions on supportive measures are not subject to the grievance procedure and arbitration.

J. The University and the Union agree that the language of this Agreement shall be interpreted and applied in a manner consistent with the requirements of the Americans with Disabilities Act, and with applicable federal and state non-discrimination, equal opportunity and affirmative action laws, including those prohibiting unlawful retaliation against individuals for the exercise of rights under those laws. Accordingly, the University will follow all relevant laws regarding the provision of lactation facilities to employees.

K. If an employee decides to pursue a complaint through OAE, the University shall notify the

employee that OAE has an investigatory role but does not represent either the complainant or respondent. In cases when a determination is made not to investigate, OAE shall provide the complainant the reason within 10 business days, excluding University-recognized holidays.

- L. The University shall maintain webpages listing the all-gender bathroom locations and established lactation stations of which the University is aware during the term of this Agreement.

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 Benefits

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. Salary Minimums, Salary Pool Increases and Professional Expense Reimbursement
 - a. Salary Minimums

Effective August 16, 2022, the minimum salary for full-time bargaining unit members with the rank of Instructor, Lecturer, Clinical Assistant Professor, or Research Assistant Professor or Teaching Assistant Professor in no event will be lower than \$60,000; the minimum non-tenure system salary for full-time non-tenure system bargaining unit members with the rank of Senior Instructor, Senior Lecturer, Clinical Associate Professor, Research Associate Professor, or Teaching Associate Professor, in no event will be lower than \$66,000; the minimum non-tenure system salary for full-time non-tenure system bargaining unit members with the rank of Clinical Professor or Research Professor or Teaching Professor in no event will be lower than \$72,600.

Any permanent salary increases earned through award of the Teaching Recognition Program, or similar, shall be applied after the bargaining unit member has moved to a new minimum salary.

b. Salary Increases

Year 1 (2022-2023)

Effective August 16, 2022, the University will implement an equity adjustment paid as a \$2,500 base salary increase, adjusted for FTE, to all bargaining unit members at the time of ratification and signature by both Parties.

Effective August 16, 2022, for the 2022-23 year, the University will implement a salary increase program on the basis of merit equivalent to 3.5%.

Effective August 16, 2022 for the 2022-23 year, each applicable college will be allocated an amount equal to 1% of the non-tenure system faculty salary base for pay adjustments which must be awarded to individual faculty to address compression. Compression adjustments will be determined in the sole discretion of the dean following consultation with department heads.

Year 2 (2023-2024)

Effective August 16, 2023, the University will implement a salary increase program on the basis of merit equivalent to 3% or the FY 2024 campus-wide general salary program as may be announced by the Chancellor and Provost in the campus "FY 2024 Budget and Salary Guidelines" (in the event a general salary program is implemented), whichever is greater.

Effective August 16, 2023 for the 2023-24 year, each applicable college will be allocated an amount equal to 1.75% of the non-tenure system faculty salary base for pay adjustments which must be awarded to individual faculty to address compression and equity issues.

Compression and equity adjustments will be determined in the sole discretion of the dean following consultation with department heads.

Year 3 (2024-2025)

Effective August 16, 2024, the University will implement a salary increase program on the basis of merit equivalent to 2.5% or the FY 2025 campus-wide general salary program as may be announced by the Chancellor and Provost in the campus "FY 2025 Budget and Salary Guidelines" (in the event a general salary program is implemented) whichever is greater.

Effective August 16, 2024 for the 2024-25 year, each applicable college will be allocated an amount equal to 1.5% of the non-tenure system faculty salary base for pay adjustments which must be awarded to individual faculty to address compression and equity issues.

Compression and equity adjustments will be determined in the sole discretion of the dean following consultation with department heads.

Year 4 (2025-2026)

Effective August 16, 2025, the University will implement a salary increase program on the basis of merit equivalent to 3% or the FY 2026 campus-wide general salary program as may be announced by the Chancellor and Provost in the campus "FY 2026 Budget and Salary Guidelines" (in the event a general salary program is implemented) whichever is greater.

Effective August 16, 2025 for the 2025-26 year, each applicable college will be allocated an amount equal to 1.5% of the non-tenure system faculty salary base for pay adjustments which must be awarded to individual faculty to address compression and equity issues.

Compression and equity adjustments will be determined in the sole discretion of the dean following consultation with department heads.

c. Application of salary increases

Salary increases shall be applied in the following order in Year 1: promotion, equity adjustment paid as a \$2,500 base salary increase from the Equity Pool to all members in the bargaining unit only at the time of ratification and signature by both Parties adjusted for FTE, merit-based increases, minimum salary adjustments, then compression increases.

Salary increases shall be applied in the following order in Years 2-4: promotion, merit-based increases, then compression and equity increases.

d. Professional Expense Reimbursements

Year 1 (2022-2023)

Funds will be allocated each year of this Agreement so that each bargaining unit member shall receive up to \$1,000 for expenses related only to research and/or teaching-related professional development, to be reimbursed in accordance with University policy and guidelines. In the event that a bargaining unit member has an opportunity to travel for professional meetings/conferences, specific to their employment duties, then they may be eligible for an additional

\$750. Pre- approval for the additional funding must be obtained from the Unit Executive Officer prior to the event and, if approved, will be reimbursed in accordance with University policy and guidelines. These funds supplement departmental professional development budgets, if any, rather than replace them.

Year 2 (2023-2024)

Funds will be allocated each year of this Agreement so that each bargaining unit member shall receive up to \$1,200 for expenses related only to research and/or teaching-related professional development, to be reimbursed in accordance with University policy and guidelines. In the event that a bargaining unit member has an opportunity to travel for professional meetings/conferences, specific to their employment duties, then they may be eligible for an additional \$900. Pre- approval for the additional funding must be obtained from the Unit Executive Officer prior to the event and, if approved, will be reimbursed in accordance with University policy and guidelines. These funds supplement departmental professional development budgets, if any, rather than replace them.

Year 3 (2024-2025)

Funds will be allocated each year of this Agreement so that each bargaining unit member shall receive up to \$1,200 for expenses related only to research and/or teaching-related professional development, to be reimbursed in accordance with University policy and guidelines. In the event that a bargaining unit member has an opportunity to travel for professional meetings/conferences, specific to their employment duties, then they may be eligible for an additional \$900. Pre- approval for the additional funding must be obtained from the Unit Executive Officer prior to the event and, if approved, will be reimbursed in accordance with University policy and guidelines. These funds supplement departmental professional development budgets, if any, rather than replace them.

Year 4 (2025-2026)

Funds will be allocated each year of this Agreement so that each bargaining unit member shall receive up to \$1,200 for expenses related only to research and/or teaching-related professional development, to be reimbursed in accordance with University policy and guidelines. In the event that a bargaining unit member has an opportunity to travel for professional meetings/conferences, specific to their employment duties, then they may be eligible for an additional \$900. Pre- approval for the additional funding must be obtained from the Unit Executive Officer prior to the event and, if approved, will be reimbursed in

accordance with University policy and guidelines. These funds supplement departmental professional development budgets, if any, rather than replace them.

e. Retroactivity

(i) All Year 1 increases shall be retroactive to August 16, 2022, payable to members in the bargaining unit at the time of ratification and signature by both Parties.

(ii) The increase to professional development expense reimbursement funds, as referenced above, shall apply retroactively only to expenses already incurred during the 2022-23 academic year up to the date this Agreement is executed.

f. Salaries of individual members of the bargaining unit as adjusted by application of the terms 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 or the salary increase program established above, whichever is applied.

g. 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.

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, Teaching Assistant Professor, Teaching Associate Professor, Teaching 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%.

4. Timely Payment

The University is committed to timely payment for work completed. At the start of each academic year, UIC Human Resources will send unit Human Resources staff a reminder that payroll loans are available to eligible bargaining unit members who will not be paid on the regular pay date.

B. Leaves & Sabbaticals

1. 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, Sabbaticals, *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 Life-Changing Events) dated December 17, 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.

2. Parental Leave

Bargaining unit members are eligible for paid parental leave per the University of Illinois Parental Leave Policy as may be amended from time-to-time.

3. Modified Duties

- a. The University and Union are committed to creating a family/life-friendly work environment and shall follow the UIC Modified Teaching Duties for Faculty Members with Life-Changing Events policy, as amended from time-to-time.
- b. Implementation of modified duties agreements for bargaining unit members in teaching intensive positions may include course load reductions, course reassignments, and scheduling or teaching modalities that allow flexibility and more time for familial responsibilities.
- c. Bargaining unit members completing any continuous paid or unpaid leave of absence before a semester concludes may be granted modified teaching duties status for the remainder of that semester.

- d. The Employer shall not unlawfully discriminate or retaliate against bargaining unit members who have used benefits under the *Family and Medical Leave Act* of 1993, or any other leaves provided in this Agreement, and any other leave provided by the Employer, or for modified duties described in this Article.

C. Benefits

1. Group Health

- a. 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 benefits programs offered by or through the University in accordance with the provisions of those plans, which are subject to change from time to time.
- b. If the health insurance premiums administered through Central Management Services increase by 50% or more during the term of this Agreement (including incremental increases that total 50% or more as measured by the premiums paid for the managed care plan by an employee with no dependents and an annual salary of \$75,000), Article VI, Section A.1. of this Agreement shall be reopened to discuss the impact on bargaining unit members.

2. 457 Deferred Compensation

The State University Retirement System (SURS) 457 Deferred Compensation Plan (also known as the SURS DCP) and the State Deferred Compensation 457 Plan are available to all actively contributing SURS members in the bargaining unit, whether they are in any of the SURS core plans: the Traditional Pension Plan, Portable Pension Plan and Retirement Savings Plan (RSP). These plans allow employees to make voluntary contributions, on a pre-tax basis, for their own retirement savings.

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 are required to travel on approved University business as approved in advance by department management or, in some cases, Dean's office certifying funding availability, the University will reimburse for such travel following standard operating procedures found in the University's Business and Financial Policies and Procedures. 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. The University Liability Self-Insurance Plan provides coverage for employees acting on behalf of the university and working within the scope of their duties assigned to them by the University, subject to all the terms and conditions of the Plan which is available at the following link:
- https://www.treasury.uillinois.edu/userfiles/Servers/Server_338/file/riskUnit/SelfInsurancePlan.pdf and Risk Management contacts are available at:
https://www.treasury.uillinois.edu/risk_management/whotoask_risk/.
- 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 following the prevailing standard operating procedures.
- E. Mental Health Resources

The University provides access to on-campus and off-campus mental health services for faculty and staff, which can be accessed through the following links:

- [https:// www.hr.uillinois.edu/benefits/mental_health_and_self_care](https://www.hr.uillinois.edu/benefits/mental_health_and_self_care)
- https://www.hr.uillinois.edu/userfiles/Servers/Server_4208/file/Benefits/Wellness/SEGIIP_MentalHealthBenefits_FY2023.pdf
- <https://www.hr.uillinois.edu/cms/One.aspx>
- <https://uofi.app.box.com/s/z54ms8nl194wfyj3771avk3u9s0at3tx>

F. Technology and Classroom Support

1. The University will provide each bargaining unit position a new computer not to exceed \$1,600 (plus the cost of a four-year extended warranty) to be chosen from a set of available and supported configurations from the campus office of Technology Solutions or Learning Technology Support (LTS). If a bargaining unit member's work requires a computer that exceeds this cost limit, they can appeal for a larger computer allowance. This program for provision of new computers will extend through August 15, 2026, and computers will be replaced if an existing computer is more than 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 Technology Solutions, as such policy may be amended from time to time. The process for replacing computers that will be more than four years old during the following academic year 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.

2. The University shall provide classroom support during all hours in which courses are scheduled, including access to printers and technology support for classrooms with sufficient on-campus staff to facilitate timely support. This support shall commence at least a half hour before courses are scheduled. Each classroom should display adequate signage directing to the appropriate website to inform faculty of the appropriate office contact information in the event of a problem with the classroom, including temperature issues and technology problems.

G. Mentoring

Colleges/Schools shall develop and implement a faculty mentoring program in accordance with UIC campus policies.

H. Intellectual Property

In accordance with the *University of Illinois Statutes* and General Rules Concerning University Organization and Procedures, faculty members shall retain ownership rights to traditional academic copyrightable work.

- I. The University will provide assistance, cooperation, and financial support to units with the employment-based immigration benefits as may be available. Fees such as those associated with adjustment applications, EADs, and non-employment-based visa applications will continue to be the responsibility of the international faculty member due to the personal nature of the process.

J. Moving expenses for new hires

1. All newly hired bargaining unit members may be eligible for moving relocation expenses as provided in the OBFS Relocation Assistance Policy upon the express approval of the college dean and must be documented in a signed employment offer letter.
2. All bargaining unit members who receive relocation assistance shall be given the option of having their moving expenses paid either as a one-time moving payment to the employee or as a reimbursement for expenses incurred during the relocation process. Both forms of relocation assistance include the option to process direct payments to system-contracted moving vendors.

K. Gender Inclusive Resources

1. The University shall maintain an on-line campus map and room signage listing the all-gender bathroom locations and established lactation stations of which the University is aware during the term of this Agreement.
2. In addition to established Lactation Rooms, upon request the University shall provide private space for nursing and/or expressing and storing milk.
3. The University shall provide additional centrally-located all-gender restrooms. All single-occupancy restrooms on campus shall be designated as all-gender restrooms. New or renovated all-gender restrooms shall be ADA compliant.
 - a. All-gender restrooms shall be accessible to people of all gender identities for use without questioning or assistance, unless desired, and shall be equipped with all necessary supplies, including menstrual supplies.
 - b. Any employee or student who uses a building that currently does not have an all-gender restroom may make a request to the Office of the Vice Chancellor for Administrative Services that one be provided. The University shall investigate the need for an all-gender restroom and provide a written determination within six (6) months.

Article VIII. Union Membership and Activity

- A. Each bargaining unit employee may make their 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, reappointments, promotions, suspensions, terminations, salaries, leave status, university email address, and change of membership) of all members of the bargaining unit. These data shall be provided on the 16th day of each month, whenever

possible, but no later than five (5) days after the 16th of each month.

- E. During the campus wide orientation event for new faculty, the Union shall be allowed to staff a table, placed in a visible and accessible location, for the purpose of speaking with new faculty and distributing literature, and 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

1. 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 the effective date of any changes in dues rates.
2. The University will acknowledge receipt of new written and signed dues deduction authorization cards within seventeen (17) days of their physical receipt by University Payroll and Benefits (UPB).
3. The University will process written and signed dues deduction authorization cards submitted for bargaining unit employees as soon as reasonably practicable after their receipt by the UPB office. To provide sufficient time for UPB to process dues deduction authorization cards, such cards must be submitted at least seven (7) business days prior to the calculation processing date, i.e., the date on which UPB begins the payroll calculation process for University employees who are being paid on a monthly basis.
4. The University will send payment to the Union for the total amount deducted with a list identifying the amount deducted from each individual electing to have this deduction made from their paycheck, the type of deduction, and the amount deducted within ten (10) working days of the deduction being made.
5. In the event the Union becomes aware that an employee no longer in the bargaining unit has had dues withheld, the Union will send written notification (email is preferred) to the University asking that the employee be refunded. The written notification will include the employee's name, UIN and the dollar amount to refund. The University will complete a payroll adjustment within 30 days of receipt of the notification and refund the employee. The University will then reduce the remission of dues withholding owed to the Union by the same amount of the refund on a subsequent payment of dues withholding to the Union.

6. Nothing contained herein shall require the University to take action to collect dues from any employee in any given pay period except to the extent that such employee earns wages from the University in that period.
7. The University shall take such steps as may be required to accomplish any wage withholding authorized or required by Section G 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.

- H. 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.
- I. Upon written request from a bargaining unit faculty member on a form provided by the Union and approved by the University, the bargaining unit faculty member may have contributions made toward the Committee on Political Education (COPE) deducted from their paycheck.
- J. The University shall grant release time for Union officers for business related to the Union's role as joint administrator of the Collective Bargaining Agreement. The Union President and Chief Steward shall each receive a reduction of one course or other equivalent workload reduction per academic year funded by the Union. For this release time, the Union shall pay the University the standard cost of hiring two instructors. The standard cost of adjunct instructors is determined by the home academic units of the Union President and Chief Steward and this cost may differ across academic units.

Subject to the terms of Article VIII.J, the course buyout for Year 1 of the CBA may be used in any subsequent year of the CBA in addition to the course buyout provided for that particular year.

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

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

1. All Appointments

- a. All initial appointments shall be made by the relevant appointing unit in accord with University policies and procedures.
- b. Bargaining unit members 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.
- c. In its offer letter, the University shall notify all new employees hired to work in a position covered by this Agreement that UIC United Faculty (UICUF) is the exclusive representative for the bargaining unit, that it is their right to be a member or not be a member of a union without fear of personal or professional repercussions, and that their position is subject to a collective bargaining agreement, which may be found at the following web address:
<http://hr.uic.edu/hr-staff-managers/labor-employee-relations/labor-agreements/>.

2. Visiting Appointments

- a. 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. Staffing needs that are predictable and/or expected for a long duration should be filled with non-visiting appointments. The University shall assess the purposes for which visiting positions are used for bargaining unit members within a year of signing this agreement.
- b. An academic unit's renewal of a visiting appointment of a bargaining unit member for the third consecutive year or fifth consecutive year where appropriate, shall require an assessment by the renewing authority about the need to create a non-visiting position. The University shall report annually about the number of visiting positions that have been authorized for a third or fifth consecutive year. The University will share this annual report on visiting positions with the Union, upon Union request.
- c. Years served by bargaining unit members in visiting appointments shall count towards years required for multi-year contracts and promotion. Changes in title shall not affect timelines for multi-year contracts or promotion.

3. Multi-Year Appointments

- a. 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. The minimum length of a unit member's reappointment shall

be determined by the criteria outlined in Article IX, Section A.3.b of this agreement.

- b. 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.
 - (i) A bargaining unit member appointed through the end of the third year of employment, if appointed or reappointed, shall receive a one-year appointment.
 - (ii) After three consecutive years of employment, or upon promotion before the three-year mark, bargaining unit members shall receive a multi-year appointment for at least three years duration.
 - (iii) If the *University of Illinois Statutes* are amended to allow five-year contracts, after six consecutive years of employment, or upon a second promotion before the six-year mark, bargaining unit members, if reappointed, shall receive a multi-year appointment of at least five years duration.
 - (iv) 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 bargaining unit member a multi-year appointment at any time provided they are eligible under the *Statutes* and campus policy.

4. Bridge to Faculty Program Scholars

- a. Article IX of this Agreement does not apply to Bridge to Faculty Program Scholars in the bargaining unit. Appointment and reappointment of Bridge to Faculty Program Scholars shall follow the guidelines created by the University for the Bridge to Faculty Program.
- b. The academic units employing Bridge to Faculty Program Scholars retain all discretion to decide whether the Bridge to Faculty Program Scholars in their units will have the opportunity to transition to tenure track.

B. Reappointment

- 1. Procedures for reappointment of bargaining unit faculty shall be as provided in the bylaws of the bargaining unit faculty member’s academic unit. If such procedures are

not included in their bylaws, academic units shall develop and incorporate into their bylaws or policies procedures for reappointment of bargaining unit faculty within one year of the signing of this Agreement.

2. Academic units shall inform faculty members who have not been continuously employed as faculty for at least ten years of their reappointment or non-reappointment by May 15 each year.

By April 1, the University will send a notice to units encouraging them to offer reappointments to as many bargaining unit members as possible before May 15 and indicating that offers can be made earlier than May 15. In certain instances, however, projected student enrollment or other funding variables may create a need for this notice to be postponed beyond May 15. In that event, the affected faculty member will be informed by May 15 that the University has not been able to finalize its decision regarding their reappointment or non-reappointment. In the latter event, notice of the faculty member's reappointment or non-reappointment shall be provided by July 16.

3. Bargaining unit members who have been continuously employed as faculty for at least ten years will receive notice of reappointment or non-reappointment one year before the end of their contracts.

C. Promotion

Procedures for promotion of bargaining unit faculty within the ranks identified in the *University of Illinois Statutes* (as such *Statutes* may be amended from time to time) shall be as provided in the bylaws or policies of the bargaining unit member's academic unit. If such procedures are not included in their bylaws or policies, academic units shall develop and incorporate into their bylaws or policies procedures for promotion of bargaining unit members through shared governance within one year of the signing of this agreement.

D. Non-reappointment, Dismissal, Layoff, and Recall during Multi-year Contracts

1. A bargaining unit member with a multi-year appointment under this Article IX may have their appointment terminated during the term of a multi-year appointment if the specific work they have been performing is to be reduced or discontinued and/or the courses for which they were 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.
 - a. In the event the reduced or discontinued specific work and/or courses are reinstated, the faculty member on the recall list shall be offered reinstatement to complete the remaining term of their multi-year appointment. Gaps in service due to termination and reinstatement under this Article IX, D.1 shall not be counted as disrupting consecutive years of service for the purpose of promotion or movement toward multi-year contracts.

- b. 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.
 - c. In the event of discontinuance of admission to a program or department, the University will treat the discontinuance as it would the elimination of a program or department.
 - 2. Other than those circumstances described in Article IX, Section D. 1 a bargaining unit member shall only be dismissed during the term of a multi-year contract for cause, as described in the *University of Illinois Statutes*, as may be amended from time to time, and UIC policy (FPPG 804).
- E. 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 this Article IX 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.
- F. Evaluation
- 1. The University reaffirms the objective of its Annual Evaluation of Faculty at UIC Policy (FPPG 700), as affirmed by the UIC Senate and which currently states that "the performance of all faculty at UIC with at least fifty percent (50%) appointments shall be evaluated annually through a formal procedure that is open and equitable. The purpose of the annual evaluation is to recognize and record the accomplishments of each member and to make judgments regarding the significance of these accomplishments, which judgments shall form part of the basis for assigning salary increases and recommending promotion."
 - 2. Written expectations for faculty as defined in Article XII of this Agreement shall provide part of the basis for the Annual Evaluation criteria for bargaining unit members. The University and UICUF recognize that quality and effectiveness in the categories of work listed in Article XII, Sections D.1-D.4 of this Agreement are the essence of professional work in academia, and quality and effectiveness in these categories are central elements of the Annual Evaluation process.

Student evaluation data shall not be considered in isolation to make decisions related to the renewal of employment, promotion cases, or the determination of merit raises.

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 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 they do 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

- A. The Union retains the exclusive right to negotiate and reach agreement on wages, hours, and terms and conditions of employment for the members of the bargaining unit. The Parties to this Agreement recognize and support the role of the UIC 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 role as provided in the *University of Illinois Statutes* and is not intended to expand or limit that role.
- B. Once a semester at the Union's request, the Union will meet with the Chancellor, the Vice Chancellor for Health Affairs, Chancellor and/or Provost. Fourteen (14) days prior to such

meeting the Union will provide an agenda of issues it wishes to discuss.

- C. The Union may in writing request, and the University will provide, information relating to budget and planning matters as allowed by law.
- D. 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.
- E. As provided in Article II.3.b of the *University of Illinois Statutes* as they may be amended from time to time, “As the responsible body in the teaching, research, and scholarly activities of the University of Illinois System, the faculty has inherent interests and rights in academic policy and governance. As such, faculty members are encouraged to consider, review, analyze, critique, discuss, address, and debate academic policy and governance.”
- F. All full-time bargaining unit members shall have the opportunity to participate in the system of shared governance of the University as defined by the *University of Illinois Statutes* as they may be amended from time to time. All units and colleges shall update their bylaws to define the shared governance responsibilities of bargaining unit members in all ranks within the unit or college under Article II, Section 3 of the *University of Illinois Statutes* as they may be amended from time to time.
- G. Academic unit executive officers or designees and college deans or designees shall post current bylaws and the following policies, if developed, in their academic units and colleges in a place accessible to faculty within 90 days of the execution of this Agreement Promotion Norms, Annual Evaluation criteria, merit raise allocation process, unit mentoring policy, workload expectations policy referenced in Article XII of this Agreement and teaching observation policy.

Article XII. Hours of Work and Commitment

- A. Bargaining unit members covered herein are expected to maintain work hours and commitment to the University required by the terms of their appointment. 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.
- B. Each academic unit shall be responsible for creating and maintaining written expectations for all faculty ranks or categories of faculty positions used within the unit through transparent shared governance processes in that academic unit. If no such written expectations currently exist, each academic unit shall create them within one calendar year of the signing of this contract. Job expectations shall be updated and/or re-ratified by the academic unit at a minimum of every three years. The University’s Office of the Vice Provost for Faculty Affairs

shall gather written expectations from each academic unit to ensure that these written expectations have been completed within one calendar year of signing this contract.

C. Each academic unit shall be responsible for sharing written expectations described in Section B with all faculty in that unit. These expectations will be provided to bargaining unit members when they officially start a new position. These expectations will also be posted on a University website that is available to all faculty in that unit.

D. Written expectations will address the items enumerated below, where appropriate:

1. Teaching course load, including class size and number of courses typically expected of 100% FTE bargaining unit members within each covered classification.
2. Research, scholarship, and creative activity; and professional development related to teaching, research, and service.
3. Service expectations in addition to participation in shared governance which may, but is not required to, include student advising and recruiting; mentoring as appropriate for rank; community engagement work; service to an academic disciplinary community; and committee and administrative work in the University.
4. Librarianship, clinical practice, or other professional work.

E. Change to Duties.

1. Should a change to an individual bargaining unit member's duties be proposed by any Party during the course of a bargaining unit member's contract, the unit executive officer and the bargaining unit member shall mutually agree upon said change(s) or they shall not take effect. In circumstances where an individual bargaining member's duties are changed to appreciably deviate from what is typically expected, specific job descriptions shall be developed and mutually agreed upon by the unit executive officer and bargaining unit member, including any adjustment to the member's FTE, before the changed duties commence. Such changes will conform with the terms of this Agreement. No bargaining unit faculty member may be penalized, disciplined, or terminated for refusing expanded duty.
2. Should a change in an individual bargaining member's duties, including the number of courses taught, be proposed by any Party prior to the issuance of a new contract, the unit executive officer shall inform the bargaining unit member of any expected change in the bargaining unit member's FTE. The change in the member's FTE shall reflect the totality of duties the bargaining unit member is expected to complete and shall be based on the written expectations. An offer for a new contract shall include the bargaining unit member's new duties and FTE.

- F. Each unit's written expectations will align with its Promotion Norms and Expectations and criteria for Annual Evaluation. If the activities outlined in the written expectations differ from the unit's Promotion Norms and Expectations or criteria for Annual Evaluation, the unit shall, within one year of the execution of this Agreement, align its Promotion Norms and Expectations and criteria for Annual Evaluation with written expectations.

Written expectations for faculty, as defined in Article XII of this Agreement, shall provide part of the basis for the Promotion Norms and Expectations and criteria for Annual Evaluation for bargaining unit members. The University and UICUF recognize that quality and effectiveness in the categories of work listed in Article XII, Sections D.1-D.4 of this Agreement are the essence of professional work in academia, and quality and effectiveness in these categories are central elements of the Annual Evaluation and Promotion processes.

- G. A bargaining unit member shall be afforded the opportunity, prior to assignments being made, to express their preferences regarding work assignments related to teaching, research, service, and librarianship as described in Section D of this Article. In expressing their preferences, bargaining unit members may state how these preferences relate to their relevant expertise and professional growth.
- H. This Article shall not apply to bargaining unit members in the Bridge to Faculty Program.

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 and hazardous work conditions, and the University shall review the situation and shall 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 and personal protective equipment (PPE) to bargaining unit members necessary for required work. 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 for 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.
- E. The University shall provide electronic materials on a University website that focuses on alternatives to calling the police.
- F. The University and the Union are committed to a gun-free campus per the UIC Firearm Policy.
- G. Declared Public Health Emergency

Upon request by either the Union or the University, the Union and University shall convene to discuss the University's response to a public health emergency declared by city, state, or national public health departments. At this meeting, the representatives from the University and Union shall review recommendations from the Centers for Disease Control and Prevention, University, other medical organizations, and/or public agencies on the declared public health emergency. The University shall provide information to the Union about its response to the declared public health emergency. The Union may offer recommendations to the University about its response to the declared public health emergency, and the University will respond to these recommendations within ten (10) business days. This meeting shall not replace impact bargaining as described in Article XXII.

Article XIV. Physical Conditions

- A. The University shall provide the faculty, to the extent feasible and reasonable under the circumstances, with appropriate space and facilities such as office, laboratory, studio, and classroom space for effective and safe teaching, research, advising, and other activities necessary to their academic discipline and performance of duties, including reasonable access to such space during periods when the buildings may be closed.
- B. 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.

- C. When a bargaining unit member submits a report about issues related to their physical working conditions, they will receive an acknowledgement that the report has been received and a proposed schedule for assessing the issue from the administrative unit(s) that maintains the space within 5 business days. Issues that affect the health and safety of bargaining unit members shall be addressed within 10 business days. Individuals shall not bear the cost of building repairs or replacing materials damaged because of facility failures.
1. Any bargaining unit member can report facility issues. Routine service requests must be submitted directly through FMWeb (<https://fm.uic.edu/request-service/>). Facilities Management will send a notification usually within 24 hours acknowledging receipt. Service requests can be tracked through FMweb by the end user. Routine service requests will be addressed within 10 business days.
 2. Urgent service requests (flooding, equipment failure, chemical spills, leaks, hot/cold calls, utility interruption, etc.) can be addressed by calling (312) 996-7511 at any time. Urgent service requests will generate a response within 48 hours.
 3. Bargaining Unit members may report safety issues related to biological safety, laboratory safety, radiation safety, occupational safety, laser safety, food safety, and fire safety to the Environmental, Health, and Safety Office (EHSO) via their website: <https://ehso.uic.edu/contact-ehso/>. Reporting units shall receive timely acknowledgement that a report on safety hazards has been received. Within 24 hours, the University will communicate a proposed schedule for evaluating and remedying the problem and will make a reasonable effort to provide accommodating alternatives until the problem is solved.
- D. Offices, laboratories, classrooms, and other work spaces shall be thoroughly cleaned at least once per semester at no cost to the faculty member. Cleaning includes mopping of floors, carpet vacuuming, and dusting of available flat surfaces (desks/tables/shelves) that are completely cleared. Faculty shall have the opportunity to opt out of office cleaning service.

Article XV. Discipline and Dismissal

- A. The University may discipline, suspend, or dismiss a bargaining unit member prior to the end of their appointment term for just cause.
- B. The University and Union agree with the principle of positive progressive discipline intended to correct deficiencies when possible, and that a reasonable process under the circumstances is required to impose discipline for just cause. Progressive discipline is based on the idea that as offenses occur appropriate discipline will be administered in a progressive manner. The Parties acknowledge that discipline might not be progressive if the offense is sufficiently serious.

- C. The levels of progressive discipline for bargaining unit members are: (1) verbal counseling, (2) letter of warning, (3) suspension, and (4) dismissal.
- D. In cases of disciplinary verbal counseling the unit head must inform the bargaining unit member that they are receiving a verbal counseling and must provide the reasons for the verbal counseling.
- E. A unit head shall convene a pre-disciplinary meeting if discipline other than a verbal counseling is contemplated, and notify the bargaining unit member in writing of the purpose of the meeting at least two (2) days in advance of the meeting. The bargaining unit member shall be given the opportunity at or before the meeting to rebut the reasons for the contemplated discipline.
- F. Bargaining unit members have the right to Union representation throughout the disciplinary process, including during any investigatory interview that may reasonably lead to discipline.
- G. Except for purposes of determining a pattern of behavior, letters of warning will remain in effect for purposes of progressive discipline for only two full consecutive semesters.
- H. Situations in which a faculty member is placed on paid leave pending the conclusion of an investigation shall not be considered discipline.
- I. If during a complaint, the Office for Access and Equity (OAE) shares information gathered in response to a complaint about a bargaining unit member with that member's Unit Executive Officer or other supervisor, the bargaining unit member shall be notified and shall receive as much information as possible, as determined by OAE. OAE shall strive to provide as much transparency as possible to subjects of complaints but considers elements including the possibility of retaliation and wishes of the complainant when making a determination about the information that is shared and the timing of sharing this information.
- J. A 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, they may not award any remedy (e.g., compensation, reinstatement, reappointment) for time beyond the terminal date of the appointment during which the 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 the 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 the Chancellor, Provost, or Vice Chancellor for Health Affairs, or a

representative from the respective office 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 bargaining unit member in the campus Human Resources office. A bargaining unit member 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 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. Upon written request to UIC Human Resources each bargaining unit member shall receive within ten (10) business days electronic and/or physical copies of their personnel files as maintained by units, colleges, human resources, or any other offices as provided in the Personnel Record Review Act. If authorized by a bargaining unit member in writing, a Union representative may also receive the files as provided by the 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 filed by an employee, a group of employees, or the Union alleging 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. Any resolutions reached at this level must be consistent with the terms of this Agreement.
3. Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or on behalf of itself setting forth name(s) or group(s) of the employee(s). Either Party may have the grievant or one grievant representing a group of 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 twenty-five (25) business days after the Union knew or should reasonably have discovered the events on which the grievance is based 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 twenty-five (25) business days following the final date on which the University's response was due. Written requests by either Party for an extension of any and all time limits as provided in this Article shall not be unreasonably denied.

The phrase "business days" for purposes of this Article shall mean Monday through Friday, excluding campus-designated holidays.

E. Adjustment of Grievances

Level 1. If the grievance is not resolved through informal discussion, the grievant shall have twenty-five (25) business days from the date after the Union knew or should reasonably have discovered the 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 shall meet with the grievant (and up to two (2) Union representatives, if so desired by the grievant) and shall give a written decision on the grievance to the grievant within fourteen (14) business

days. If the Union and University (the Parties) both agree in writing, the Parties may elect not to have a meeting, and the supervisor shall give a written decision on the grievance to the grievant within fourteen (14) business days of the decision to not hold the meeting.

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 twenty-five (25) business days after receipt of the decision in Level 1. If a grievance has been appealed, the Dean or Associate Dean shall meet to discuss the grievance. Within fourteen (14) business days after the meeting, the Dean or Associate Dean shall issue a decision to the Union and the grievant(s). If the Union and University (the Parties) both agree in writing, the Parties may elect not to have a meeting, and the Dean of the College or Associate Dean shall give a written decision on the grievance to the grievant within fourteen (14) business days of the decision to not hold the meeting.

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 the Office of the Vice Chancellor for Health Affairs (VCHA), based on the reporting line of the College and submitted to the designee in the Office of UIC Human Resources, provided such appeal is made in writing within twenty-five (25) business days after receipt of the decision in Level 2. If a grievance has been appealed to Level 3, as

described above, the Provost, VCHA, or a designee from the Provost's or VCHA's office and a representative from Labor and Employee Relations shall meet to hear the grievance. Within fourteen (14) business days after the meeting, the Provost, VCHA, or designee, shall issue a decision in writing to the Parties involved. If the Union and University (the Parties) both agree in writing, the Parties may elect not to have a meeting, and the Provost or VCHA designee shall give a written decision on the grievance to the grievant within fourteen (14) business days of the decision to not hold the meeting.

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 twenty-five (25) business 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) 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 said fourteen (14) business 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. Each Party will alternately strike one (1) name from the list of five (5). The Parties will decide who strikes first using a coin flip or equivalent random selection

process. The person remaining shall be the arbitrator. The Parties shall promptly notify the arbitrator of their 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 their decision not later than twenty-five (25) business 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 them. The arbitrator's decision shall be in writing and shall set forth their 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, 2022, and, unless otherwise specifically provided herein, shall remain in full force and effect through August 15, 2026. 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, 2026, 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, 2026, 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.

Side Letter on Teaching Professor Ranks

In accordance with the University Senate resolution passed on April 21, 2022, “as the ‘Teaching’ modifier is implemented, in no case will an individual who is currently in a position modified by the ‘Clinical’ or the ‘Research’ modifier be required to convert to one modified by the ‘Teaching’ modifier” as a condition for reappointment. As the implementation of the “Teaching” modifier will involve a historic restructuring of faculty positions in many academic units, these units, their unit executive officers, and their committees will make every reasonable effort to facilitate appropriate appointment changes and promotions, while maintaining the original or current workload, evaluation criteria, and promotion norms for those bargaining unit members who do not elect to pursue appointment change to positions bearing the “Teaching” modifier.

Academic units that elect to adopt the “Teaching” modifier for non-tenured academic ranks of assistant professor, associate professor, and professor shall review and revise their written workload expectations, Annual Evaluation criteria, and Promotion Norms and Expectations to distinguish faculty job responsibilities and expectations as necessary across all non-tenured academic ranks used in these units. This review and revision process shall be completed within a year of signing this Agreement.

Individual units may elect to apply for position changes for bargaining unit members to the appropriate Teaching professor rank. If the unit determines that the bargaining unit member (1)

will perform the job responsibilities of a position bearing the newly adopted “Teaching” modifier, (2) wishes to be considered for the appropriate Teaching professor rank, and (3) possesses the degree required by the University for that rank, the unit shall submit a position change request to the appropriate University office, along with the necessary justification and supporting materials to document the change for that bargaining unit member. The University recognizes that the terminal degree may not be the doctorate in certain cases. The unit shall have the discretion to decide whether to apply for appointment changes for bargaining unit members who wish to be considered for the appropriate Teaching professor rank.

Once approved under the process detailed above and any required promotion process, the bargaining unit member shall change appointment to the appropriate Teaching professor rank. In accordance with Article XII of this Agreement, changed duties resulting from a change under this Side Letter shall be mutually agreed upon by the bargaining unit member and unit executive officer or dean before changed duties commence.

Changes in rank shall not affect bargaining unit member salaries and timelines for multi-year contracts. Bargaining unit members who change appointment under this Side Letter shall be considered for promotion under norms established by the candidate’s academic unit in compliance with the criteria and guidelines developed by the University Senate and colleges for non-tenured academic ranks using the “Teaching” modifier.

After academic units complete these revisions, units shall hire bargaining unit members in the appropriate rank for the responsibilities the units intend bargaining unit members to perform, and based on the required qualifications for those ranks.

Side Letter on Professional Leave

The University and the Union agree that the Office of the Provost will continue to work with the Faculty Senate to develop and implement a policy regarding the eligibility of NTT faculty to apply for professional leave, and shall report upon the progress toward this policy annually during the term of this contract.

Side Letter: Miscellaneous

Minimum Salaries

All of the minimum salaries referenced above refer to nine-month salaries, with the exception of bargaining unit members who work for the University Libraries. For such faculty, the minimum salaries refer to 12-month salaries.

Litigation

Promptly after full execution of this Agreement, the Union will withdraw with prejudice and agrees to waive all pending unfair labor practice charges except for the charges in IELRB case nos. 2020-CA-0058 and 2021-CA-0008, and any other claims pending against the University. The Union further agrees to refrain from filing any claims, including unfair labor practice charges, against the University which may exist or could have been alleged as of the date of ratification of this Agreement by the Union.

Retirees

For certain faculty appointed to positions included in the non-tenure track system faculty bargaining unit where the faculty member is a SURS annuitant and financial penalties would accrue against the University if the faculty member's salary exceeds 40% of the highest SURS Annual Earnings amount in a given employment year, the Union agrees that the minimum salary provision contained in the non-tenure track system faculty collective bargaining agreement shall be waived.

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

16th day of February 2023.

**UIC UNITED FACULTY LOCAL 6456,
IFT-AFT, AAUP, AFL-CIO**

Alan Krall

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

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Associate Director of Labor and Employee
Relations

APPROVED AS LEGAL FORM:

Matthew G. Jones 02-10-2023
For University Counsel
(Date)