

AGREEMENT
by and between
THE BOARD OF TRUSTEES
OF THE UNIVERSITY OF ILLINOIS

and the

University Professionals of Illinois Local 4100
UIS United Faculty

Effective August 16, 2021 – August 15, 2025

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Article I. Purpose

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Union representing the bargaining unit employees and the University. This Agreement is intended to make clear and establish the wages, hours, and terms and conditions of employment and the procedure for equitable resolution of grievances relating to the express terms of this Agreement.

Article II. Recognition

Pursuant to the Order of Certification issued by the Illinois Educational Labor Board on February 13, 2015 in Case No. 2015-RC-0005-S the University recognizes the University Professionals of Illinois Local 4100, University of Illinois Springfield United Faculty Chapter, IFT-AFT, AFL-CIO (hereinafter referred to as "Union"), as the exclusive bargaining representative 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) tenured or tenure-track faculty.

EXCLUDED: All managers, supervisors, and confidential employees as defined by the Act.

The parties also agree that tenure-track faculty appointed in a tenure-track position with the title of "lecturer" shall be recognized as members of the bargaining unit pending completion of their terminal degree.

Article III. Management Rights

- A. The parties to this Agreement recognize that the University of Illinois 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, the organizational structure, and the methods of 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 job content and 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, facilities or ancillary facilities;
8. to sanction, suspend, or dismiss and reappoint faculty as set forth in this Agreement;
9. to supervise, train, and evaluate faculty;
10. to determine 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 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 resource 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 to 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. Union Rights, Union Membership and Union Activity

Section 1. Use of Facilities

The Union shall have the right to access meeting room space and the right to access mailboxes

and all visual and electronic communication methods, in accordance with applicable labor laws and subject to the same policies established for other faculty and staff organizations recognized by the University, for the purpose of distribution of information (this includes general use bulletin boards).

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

Section 2. Bargaining Unit Information

- A. Within 10 (ten) calendar days from the beginning of every semester and every thirty (30) calendar days thereafter in the semester, the University shall provide, in an Excel file or other editable digital file format agreed to by the Union, a complete list of the employees in the bargaining unit, including the employee's name, job title, worksite location, home address, work telephone numbers, identification number if available and any home and personal cellular telephone numbers on file with the employer, date of hire, work email address, and any personal email address on file with the University.
- B. Within 10 calendar days from the date of hire of a bargaining unit employee, the University shall provide in an Excel or other editable digital file format agreed to by the Union, the employee's name, job title, worksite location, home address, work telephone numbers and any home and personal cellular telephone numbers on file with the employer, date of hire, work email address and any personal email address on file with the University.
- C. The University will also provide a list of faculty members scheduled for sabbatical leave for the current academic year and a list of Department Chairs/Heads at the start of the Fall Semester.

Section 3. Disclosure of Information to Third Parties

The University shall not provide or disclose to any third party, information prohibited from being disclosed under the Illinois Educational Labor Relations Act at 115 ILCS 5/3(d). This does not apply to required disclosures under FOIA.

Upon receiving a request for any information prohibited from disclosure under this section, the University shall provide a written copy of the request, or a written summary of any oral request, to the Union. The University shall also provide the Union with a copy of any response it has made to any such request for information within five (5) business days of sending the University's response.

Section 4. Union Membership and Union Activity

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 the Agreement.

Section 4. Notification

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 no 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 as changes take place.

Article V. Non-Discrimination

In the application of the provisions of this Agreement, there shall be no discrimination by the Union or University against any member of the bargaining unit based upon any protected status. This may include, but not be limited to: race, creed, pregnancy, color, sex, religion, national origin, order of protection status, ancestry, marital status, civil union status, age, disability, genetic information, status as a protected veteran, sexual orientation, gender identity, membership or non-membership in or activity on behalf of or in opposition to the Union, unfavorable discharge from the military or any other protected class under State or Federal law or University policies as may be amended from time to time.

The parties agree to adopt any and all additional protected categories into this Non-Discrimination article as approved by the Board of Trustees of the University of Illinois.

Article VI. Health and Safety

The parties have the responsibility to promote health and safety in the workplace. The University shall provide a healthy and non-hazardous work environment in accordance with applicable federal, state, local laws and University policies and statutes.

Faculty shall report any unhealthy or hazardous work conditions and the University shall review the situation and make a reasonable effort to resolve the matter. The parties may, upon request of either party, convene a labor management meeting to discuss the matter that has been raised.

Article VII. Compensation, Leaves and Group Health

Section 1. Compensation

The University of Illinois at Springfield, as a teaching-focused university, recognizes that a faculty compensation program designed to reward meritorious performance in teaching, scholarship and service is required in order to recruit and retain excellent faculty. To achieve this goal, the University and Union have agreed upon the terms of a faculty compensation program as set forth within this article.

Nothing in this Agreement shall preclude the University from providing salary increases to members of the bargaining unit on the basis of merit, given the importance of merit to recruit and retain excellent faculty. The University may provide increases 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, Market, Equity or Retention, CMER, (including matching job offers from other institutions) 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.

Within 30 days after the approval of an increase outside of the annual increases set forth below,

a report shall be submitted to the Union Chapter President, specifying the name of the employee(s) awarded the increase, and the amount of the increase.

In addition to the increases outlined below, faculty covered under this agreement will also receive a one-time lump sum payment of \$1500.00, subject to applicable taxes, upon implementation of this agreement.

- a. Effective August 16, 2021, the University will implement a salary increase program on the basis of merit equivalent to two percent (2.00%).
- b. Effective August 16, 2022, the University will implement a salary increase program on the basis of merit equivalent to three and one-half percent (3.50%), or the University of Illinois Salary Program as implemented by UIS, whichever is greater. The University will allocate an additional one and one-half percent (1.50%) of the tenure system faculty base salary, to address compression and equity effective March 16, 2023. The University will conduct a study to inform the compression and equity distribution of funds. The Union shall be provided an opportunity to review and comment on the study and provide recommendations for the distribution of funds.
- c. For the academic year starting August 16, 2023, the University will implement a salary increase program on the basis of merit equivalent to three percent (3.00%) or the University of Illinois Salary Program as implemented by UIS, whichever is greater. The University will allocate an additional two percent (2.00%) of the tenure system faculty base salary to address compression and equity.
- d. For the academic year starting August 16, 2024, the University will implement a salary increase program on the basis of merit equivalent to two percent (2.00%) or the University of Illinois Salary Program as implemented by UIS, whichever is greater. The University will allocate an additional one and one-half percent (1.5%) for compression and equity.
- e. Salaries of individual members of the bargaining unit as adjusted by application of the terms of paragraphs a, b, c and d above, shall be established in accordance with campus and applicable college policies and practices.
- f. Relative to paragraphs a, b, c and d above, a salary increase program on the basis of merit shall only be withheld from an individual bargaining unit member on the basis of having received an overall rating of no merit on his or her annual performance review.

Section 2. New Hires and Promotions

The University has the sole discretion for determining the starting salary for new hires, so long as they conform to University minimums and applicable University policies.

Faculty receiving promotions to Associate Professor with tenure will receive an increase of \$5000. Faculty receiving promotions to Full Professor will receive an increase of \$7500. This increase will be made to their yearly base pay. Promotional increases shall be implemented after any annual merit increase.

Section 3. Salary Minima

Effective August 16, 2017 the University shall adjust the monthly salary of any bargaining unit

member whose salary is less than the applicable minimum. All minima adjustments under this contract shall be implemented after all other applicable increases (e.g., promotion increase, merit increase, and compression, market, equity and/or retention adjustments) have been awarded.

Minimum salaries shall be computed according to the levels for bargaining unit members at each rank: (amounts are listed as annual base salary) as set forth in Appendix [A].

Section 4. Summer Session

Salaries for summer session shall be based upon regular academic year salaries. Each faculty member employed during the summer session shall be paid accordingly: Faculty with a 9-month appointment shall receive one (1) month of their 9-month base pay to teach a three-credit (3-credit) or four-credit (4-credit) hour course or non-instructional equivalent, and half that amount to teach a two-credit (2-credit) hour course or non-instructional equivalent.

Faculty with a 12-month appointment shall receive 1/9th of their base pay to teach a three-credit (3-credit) or four-credit (4-credit) hour course or non instructional equivalent and half that amount to teach a two-credit (2-credit) hour course or non instructional equivalent.

Section 5. Off-Campus Teaching

A relocation allowance shall be paid to all faculty members assigned to teach at off-campus sites outside of Springfield. The payments shall be \$1325 for each course offered once per week over the semester at sites located 70 miles or more from the UIS campus, and \$800 for each course offered once per week over the semester for sites less than 70 miles from the UIS campus. Payments shall be increased or decreased proportionately for courses which involve more or fewer trips to the off-campus site. Payment shall be adjusted for weekend intensive courses which require overnight stays. Each overnight stay shall be counted as an additional one and one-half (1 1/2) trips.

Section 6. Overload Compensation

A. Overload compensation for a three (3) or four (4) credit course overload during the academic year shall be at least one half (1/2) of the faculty member's regular monthly salary, and half that amount for a two (2) credit course overload. Regular monthly salary is defined as 1/9 of 9-month base pay for faculty on 9-month contracts, or 1/12 of 12-month base pay for faculty holding 12-month academic contracts.

B. Service on Dissertation and Liberal and Integrative Studies (LNT) Committees: The University shall continue with the current practice and levels of compensating for tenured/tenure-track faculty members serving on dissertation and LNT committees.

C. Bargaining unit members serving as supervisor/chair of Masters-level Theses, Projects, or equivalent shall receive compensation in the form of one (1) course-release (or the compensation equivalent) per five (5) theses/projects/equivalent. This compensation shall be granted upon successful completion of said theses/projects/equivalent. Projects that are embedded within a course do not count towards the five (5) projects.

D. There shall be no pyramiding of compensation under this section.

Section 7. Prorating Compensation for Summer Courses

In the event a summer course does not meet the enrollment minimum ten (10) days before the summer course begins, either the faculty member or the university administration may request the other party to allow the under-enrolled course to continue. Upon agreement of the faculty member and the university administration to allow the course to continue, compensation shall be provided on the following basis:

- 8 or more students: 100% of 1/9th of the faculty members annual salary
- 1-7 students: pro-rated on the basis based on the number of students where every student enrolled is equal to ten percent (10%) of the 1/9th of the faculty member's annual salary.

The agreement shall be reduced to writing (or email) and a copy of the agreement shall be provided to the Union.

Section 8. Compensation for Independent Study Courses for under-enrolled but required courses

When a course is listed as a requirement for completion of an undergraduate/graduate degree or a minor or certificate but cannot be offered as part of a faculty member's regular course load, the faculty member may agree to teach the independent study. Upon such agreement, the faculty member shall be compensated at a rate of \$275/credit hour per student for teaching the course as an independent study. In these circumstances, the recommendation for an independent study shall come from the department to the appropriate Dean for college level review and approval.

Section 9. Leaves

It is the intention of the University to continue providing all leaves and benefits as already provided to the faculty at the University of Illinois such as, but not limited to, Sabbaticals, Family Medical Leave Act of 1993 (FMLA), Educational Leave, Parental Leave, Bereavement Leave including the Illinois Child Bereavement Leave Act, Family Military Leave, Jury Duty, Sick Leave, Vacation, and Holidays. 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, or to limit the Union's right to bargain the impact of any such change. The following items provide a general summary of the benefits in several (but not all) of the aforementioned leaves of absence.

A. Parental Leave

In accordance with the University Policy, a faculty member may take up to six (6) weeks of paid parental leave per academic year. The six (6) weeks of paid parental leave shall count towards an employee's family medical leave. Such parental leave shall be in addition to any accrued leave. The legal adoption of a child shall also entitle an employee to parental leave. Parental leave must be used in accordance with University policy.

B. Family or Medical Leave

In accordance with State, Federal regulations and University Policy, a Faculty member, who

meets the eligibility criteria may take up to twelve (12) weeks of unpaid leave of absence per consecutive twelve (12) month period (beginning the date the employee first takes leave). A faculty member may, at their discretion, utilize other accrued paid leave for which they are eligible during any or all of this 12-week period. Employees must follow applicable application procedures to be approved for the leave of absence. Eligible family members are defined under the Family and Medical Leave Act and the University's policy on Family and Medical Leave.

C. Bereavement Leave

Bargaining unit employees are eligible to take up to five (5) days for the death of an immediate family member. Immediate family members are defined in the University's Funeral Leave policy.

Employees are granted one (1) day of paid leave for relative other than those identified as immediate family of the employee's household. Relationships existing due to marriage, same-sex domestic partnership or civil union shall cease when said relationship terminates.

Under the Illinois Child Bereavement Leave Act, employees otherwise eligible for FML may be eligible for an additional seven (7) unpaid days in accordance with the Act to attend the funereal (or alternative to a funeral), to make arrangements necessitated by the death of the child, or to grieve the death of the child.

Section 10. Gift Days 12 Month Faculty

Tenured and tenure-track faculty with a 12-month appointment shall be granted any paid gift days provided by the University of Illinois System.

D. Leave Without Pay

Faculty members represented by this Agreement may request a leave without pay in accordance with applicable University policies. The parties agree that leaves without pay may be used to extend a paid leave of absence provided the Dean and employee are mutually agreeable and it does not violate any rules or regulations.

E. Sabbatical Leaves

The University recognizes the need to provide sabbatical leaves to faculty members for the mutual benefit of the University and the faculty. Faculty meeting the requirements set forth in the University Statutes may submit their proposals for Sabbatical leave in accordance with the University of Illinois Statutes and applicable University of Illinois Springfield policies.

The number of sabbaticals approved for the campus in any academic year will be determined by a ratio of one (1) sabbatical to each twenty (20) full-time (tenure and non-tenure-track combined) faculty members. In years where the total number of qualifying sabbatical applications exceeds the ratio, the Provost shall approve three (3) additional sabbaticals over and above the 1:20 ratio to account for demographic fluctuations in hiring practices and variations in the number of applications from year to year, pending consultations with the unit leader, dean and provost.

The University shall post any rubric used for the evaluation of sabbatical applications by the applicable University committee. Any revisions to the rubric shall be posted and faculty shall be notified of revisions no later than sixty (60) working days before applications for sabbatical are

due.

In years where the number of qualifying applications exceeds the number of opportunities, the University shall maintain a waitlist of qualified proposals that shall be offered should an awarded sabbatical recipient withdraw at a later date and time permits a substitution.

Section 10. Group Health

Faculty are eligible for group health insurance options as provided through the State of Illinois Department of Central Management Services. The State of Illinois benefits are provided by the Group Insurance Act of 1971. These benefits are subject to modification from time-to-time. Faculty are eligible to participate in additional 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.

Section 11. Extension of the Tenure Probationary Period for Bargaining Unit Members Taking FMLA Leaves of Absence

Tenure track faculty members taking an approved leave of absence may be eligible for a tenure rollback. Faculty may request a rollback in accordance with the rollback policy described in the Faculty Personnel Policy.

Section 12. Gift Days for 12-month Faculty

Tenured and tenure-track faculty with a 12-month appointment shall be granted any paid gift days provided by the University of Illinois System.

Article VIII Appointment, Reappointment, Promotion, and Tenure

Decisions relating to appointment, reappointment/non-reappointment, promotion and tenure will be made according to the University of Illinois Statutes, The General Rules Concerning University Organization, and Article 2 Uniform Personnel Committee Operating and Election Procedures, Article 5 Reappointment, Article 6, Promotion and Article 7, Tenure, of the Faculty Personnel Policy as they may be amended from time to time through the applicable governance processes.

An appointee receiving a first contract for more than (50%) of full time service at the University in a tenure-track position enters a probationary period not to exceed six academic years of service, unless an interruption or rollback has been granted according to applicable policies.

Disputes a faculty member or the Union may have relating to appointment, reappointment/non-reappointment, promotion and tenure shall be handled under the University of Illinois *Statutes* and The General Rules Concerning University Organization and the grievance section of the Faculty Personnel Policy and are not subject to the Grievance and Arbitration Article of this Agreement.

Article IX. Professional Responsibility and Development

Section 1. Professional Responsibility

- A. Bargaining unit members covered herein are expected to maintain work hours and commitment required of faculty at the University of Illinois at Springfield to teaching, scholarship and service consistent with the terms of their employment. Bargaining unit members will 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 bargaining unit member shall receive, between August 16, 2022 through August 15, 2025, one (1) non-instructional assignment (NIA) to be used for scholarship, service or curriculum development. This shall not preclude the faculty member from qualifying for additional non-instructional assignments (NIAs). Faculty members may not use this contractual NIA concurrent with any other NIAs unless approved by the University administration. Use of the contractual NIA provided in this agreement shall be subject to approval by the faculty member's Unit Executive Officer (UEO) and Dean. In the instance where a faculty member is denied an NIA due to operational needs of the department or college, the NIA provided in this section shall not expire with this agreement.

Section 2. Professional Development and Internal Grant Funds

Professional Development

The University of Illinois Springfield shall provide funding to faculty of no less than \$1000.00 at the beginning of each academic year following full execution of this Agreement. Funds shall be provided/reimbursed in accordance with University policy and guidelines. Faculty promoted from Assistant Professor to Associate Professor will be provided additional access to a one-time amount in the year after they are promoted of \$2500 in professional development funds over the standard amount provided yearly to each faculty member. Faculty promoted from Associate Professor to Professor will be provided additional access to a one-time amount in the year after they are promoted of \$2500 in professional development funds over the standard amount provided yearly to each faculty member.

The University shall provide bargaining unit employees with the balance of their professional development funds on or before September 1 of the Fall Semester and on or before February 1 of the Spring Semester. Faculty may request an updated balance, or ask to verify the balance in writing at any time by contacting the Dean's Office. Notification of funds will occur either via written notification from the Dean's Office or via access through an online system.

A. Internal Grants

The University, may offer scholarly research grants for faculty. Funding levels of the programs may fluctuate from year to year, however it is not the intent of the University to reduce the funding levels. Examples of scholarship opportunities may include but shall not be limited to: Summer Competitive Scholarly Research Grant, Scholarly Presentation

Support Program, and the International Travel Program. The University shall provide to the Union in writing the total amounts available for each of the funds once the amount has been determined, and shall publish such information on the appropriate University office website.

Section 3. Post Tenure Review

Post-tenure reviews are to occur every seven (7) years after a faculty member receives tenure in accordance with applicable campus policies and practices as may be amended through the appropriate governance processes. The University will make available resources for the continued professional development of faculty the year after the post-tenure review report has been received by the appropriate Dean's Office. The University shall make a \$2500 minimum (or an equivalent to it) one-time professional development funding available to the bargaining unit member to use in the following three (3) years, in addition to the annual amount the faculty member is eligible for under the Professional Development section of this Agreement.

Article X. Facilities and Equipment

Section 1. Space and Resources

The University is committed, within the limits of available resources and in accordance with applicable federal, state and local law, to provide the faculty with space and facilities such as office, laboratory and classroom space for teaching, scholarship, advising and other activities necessary to his or her academic discipline and performance of duties. This includes reasonable access to such space during periods when the buildings may be closed.

Faculty are responsible for notifying appropriate staff of any damaged equipment, resources and facilities in their classrooms, labs and offices.

The University shall continue the practice of attempting to notify employees in areas affected by construction and maintenance as soon as practicable.

Section 2. Computers

Bargaining unit members shall be provided a computer in accordance with campus Information Technology Services (ITS) policies (as may be amended from time to time).

Section 3. Extension of Fees

All tenured and tenure track faculty members at the U of I Springfield shall be subject to the same regulations and fees (as may be amended from time to time) as non-unionized staff for access and use of various resources (such as TRAC membership/usage and Parking).

The parties agree that the cost of annual economy parking hangtags for employees represented by this Agreement shall increase as follows:

- Up to \$30 increase effective August 1, 2022
- Up to \$30 increase effective August 1, 2024

Article XI. Sanction and Dismissal

The University agrees to comply with the tenets of progressive discipline and shall not sanction or dismiss bargaining unit employees without just cause.

For matters related to sanction or dismissal of tenured or tenure-track bargaining unit employees, the University shall follow the procedures outlined in the University of Illinois Statutes, and related campus policies and procedures, as they may be amended through the applicable governance process from time-to-time.

For matters related to sanction or dismissal of tenure-track bargaining unit employees (probationary faculty on continuing appointment who have not attained tenure), the University may non-reappoint a tenure-track faculty member, in accordance with the notice requirements in the University of Illinois Statutes and related campus policies and procedures, as they may be amended through the applicable governance process from time-to-time. Consistent with Article [VIII] of this Agreement (Appointment, Reappointment, Promotion and Tenure), such a non-reappointment is not subject to the Grievance and Arbitration Article [XV] of this Agreement. Also, the University may sanction, suspend, or dismiss a tenure-track faculty member prior to the end of a semester or academic year for just cause.

In the event the University dismisses a tenure-track faculty member prior to the end of a semester or academic year, such faculty member shall only be entitled to compensation, on a pro rata basis, for services performed prior to the dismissal. Such faculty member may utilize the Grievance and Arbitration procedure set forth in Article [XV] of this Agreement to appeal such disciplinary action. In no instance, even if an arbitrator finds a lack of just cause for sanction or a dismissal, shall an arbitrator award a tenure-track bargaining unit employee relief for time beyond an end appointment term/date.

The University shall provide the Union Grievance Officer with a copy of any notice or documentation sent to a faculty member regarding sanction or dismissal. Upon request, faculty members have the right to Union representation and counsel at any meeting or hearing that could lead to, or which relates to, sanction or dismissal. If a faculty member declines Union representation, the Union shall be notified and have the right to be present, as an observer, at such meetings or hearings.

Article XII. 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 academic staff against influences, from within or without the University, which would restrict the member's exercise of these freedoms in the member's area of scholarly research and interest.

B. As a citizen, a faculty member may exercise the same freedoms as other citizens without institutional censorship or discipline. A faculty member should be mindful, however, that accuracy, forthrightness, and dignity befit association with the University and a person of learning, and that the public may judge that person's profession and the University by the individual's conduct and utterances.

C. A faculty member who believes that he or she does not enjoy the academic freedom which is

the policy of the University to maintain and encourage shall be entitled to a hearing on written request before the Academic Freedom and Tenure Committee 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.

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 XIII. Personnel Files

Section 1. Personnel Files

The University shall maintain the official personnel file for each tenured or tenure track faculty member. A faculty member's personnel file shall be available for examination by the faculty member during posted hours upon request or as otherwise arranged with the Faculty Files Custodian. Authorized University representatives/agents shall also have access to the faculty member's personnel file for legitimate university business. Faculty may grant additional representatives access to their personnel file by providing written authorization (including the duration of the authorization). A faculty member shall be furnished copies of any documents in her/his file in accordance with the Personnel Records Review Act. The first fifty (50) pages each semester (Fall/Spring) shall be provided free of charge.

Section 2. Material for Inclusion in a Personnel File

A faculty member shall not be restricted from placing relevant material into their personnel file. All official personnel records relating to a faculty member shall be kept in her/his personnel file. Documents included in the personnel file should include information about its origin (and would not require a wet signature). Anonymous information shall not be included in the personnel file (with the exception of information from student evaluations). All materials in the Personnel File shall be recorded on a register of documents contained in the file.

Section 3. Rebuttal or Removal of Documents

The faculty member has the right to add explanatory material to their official personnel file as allowed under the Personnel Record Review Act. A faculty member may request removal of a document from her/his personnel file by submitting a written request to the Vice Chancellor for Academic Affairs. The Vice Chancellor for Academic Affairs (or designee) shall make a decision on this request within ten (10) working days of receipt of the request. No response within the designated timeframe is a denial of the request.

Section 4. Recorded Log

A log shall be maintained within the personnel file of individuals who have reviewed the file, the purpose for which the file was read, and the date of the review. Individuals reviewing the file for compliance with State, Federal or University laws/rules/regulation reasons, sanction and dismissal purposes are excluded from signing.

Article XIV. Meetings with Administration

Section 1. Labor Management Meetings

Labor management meetings shall occur no less than once per semester (Fall and Spring) if so requested by the Union or University. The Union shall designate members including the Union President and up to two (2) other Union representatives to meet on its behalf, and the University will designate individuals including the Provost or the Provost's designee, a Labor Relations staff member and up to one (1) additional representative. The parties may have additional representatives present upon mutual agreement of the parties.

Section 2. Meetings with the Chancellor

The UPI UIS United Faculty Chapter President and no more than two (2) additional representatives affiliated with UPI shall be afforded an opportunity to meet with the UIS Chancellor and the Chancellor's designee(s) at least twice a year (once a semester - Fall and Spring). It is the Union's responsibility to contact the Office of the Chancellor within the first thirty (30) days of the semester to schedule the meeting. The parties may have additional representatives upon mutual agreement of the parties.

In order for the meeting to be as productive as possible, the Union shall endeavor to provide a list of discussion topics to the Chancellor and/or the Chancellor's designee at least one (1) week in advance of the meeting.

Article XV. Grievance and Arbitration

Section 1. Purpose

The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The University and the Union support, whenever possible, the informal resolution of grievances and encourage open communication so that pursuit of the formal grievance procedure will not normally be necessary.

Section 2. Definitions

- a. The term "grievance" shall mean a dispute concerning the interpretation, application, or violation of a specific term or provision of this Agreement, subject to those exclusions appearing in other articles of this Agreement. No grievance shall be considered under this procedure unless it is presented as provided below.
- b. The term "grievant" shall mean an employee or group of employees covered by this Agreement (or the Union as it relates to the Union as an organization) alleging a dispute over the application or interpretation of a term or provision of this Agreement as it relates to them.
- c. As used in this Article, working days shall be defined as Monday – Friday exclusive of holidays/gift days/closure days or other days that UIS is not open for conducting regular

business.

Section 3. Basic Principles

Every faculty member covered by this Agreement, with or without Union representation, may initiate a grievance. It is the responsibility of the faculty member to notify her/his Union representative if she/he desires Union representation. If an employee chooses to represent him or herself, he/she shall so inform the University at the time of filing. The parties recognize that day-to-day problems may be discussed between faculty and supervisors/managers, which may include Department Heads and Chairs (pending resolution of the representation petition). Such informal discussions are encouraged but shall have no effect upon the time limits set forth in this Agreement. A faculty member who participates in the grievance procedure in good faith shall not be subject to discipline or reprisal because of such participation. A grievance may be withdrawn at any time by either the Grievant or the Union without prejudice.

Section 4. Stopping the Clock

The intent of the grievance process is to work in a timely and expeditious manner to resolve the grievance; extensions should not be a regularly occurring part of the grievance process. The grievance clock shall stop between the last day of final exams and the first day of the subsequent academic term (fall semester, spring semester, and summer session), unless there is a time sensitive issue that must be resolved as soon as possible. Other requests to "stop the clock" or extend timelines set forth in this grievance process must be mutually agreed to in writing/email.

Section 5. Grievance Process

Step One –Informal

The grievant, with or without union representation, shall attempt to resolve the matter informally with the appropriate administrator within twenty (20) working days from the date the grievant knew or should have known of the act or omission giving rise to the grievance. The appropriate administrator may be the department head or chair (pending resolution of the representation petition), the Dean or Provost. The grievant may invite a designee from the Union and the appropriate administrator may invite a designee from the Provost. Such additional participants shall act as resource personnel, but shall not relieve the designated parties from the responsibility for resolving the problem.

The Step One informal conference recommended resolution shall be reduced to writing within ten (10) working days by the administrator and will be provided to the grievant and the Union. The informal conference, if followed in good faith by both parties, shall lead to a fair and prompt solution of most of the daily employer-employee problems. However, if the informal conference does not prompt a solution, a written grievance may be advanced to Step Two.

Step Two – College Level

All grievances advanced to Step Two shall be submitted to the appropriate Dean within fifteen (15) working days from the issuance of the step one written response. The Union shall file a written grievance (on the grievance form included in Appendix (B) with the

applicable Dean and include supporting documentation, including the Step One recommendation.

The appropriate Dean or Dean's designee shall arrange a meeting of the parties within ten (10) working days of receipt of the written grievance and supporting documents. The Dean or Dean's designee will issue a written decision to the parties of the grievance within ten (10) working days following conclusion of the conference. If the conference results in resolution of the grievance, the grievance will not be processed further. In the event Step 2 does not result in a resolution satisfactory to both sides, the decision may be advanced to Step Three.

Step Three – Campus Level

The Union may, within fifteen (15) working days after the issuance of the written Step 2 decision, advance to Step Three by submitting the written grievance and related materials to Labor Relations. Labor Relations staff shall coordinate with the Office of the Provost to convene a meeting of the parties within fifteen (15) working days of receipt of the Step Three grievance. Within ten (10) working days after the meeting, the Provost or designee shall issue a decision in writing to the parties involved.

Section 6. Miscellaneous Provisions

1. Either party may request the production of specific documents reasonably available and pertinent to the grievance under consideration.
2. The Grievant may request to skip a step in the Grievance process due to the nature of the grievance and the ability of the Step One and/or Two levels of the grievance process to resolve the grievance. Such requests must be submitted in writing to the Provost/Provost's designee and are subject to approval. A denial of the request to skip a step of the grievance process is not grievable.
3. Upon a final determination/outcome of the grievance, the resolution shall be implemented without undue delay. The grievance will remain open until the resolution is fully implemented.
4. Failure to advance a grievance from one level to another within the time periods set forth in Steps One –Three above shall constitute a waiver of the grievance.
5. If the University fails to respond to a grievance within the applicable time limit, the grievant may advance the grievance to the next level if such advancement of the grievance is done in accordance with the timeframe to advance the grievance to the next step of the process following the final date on which the University's response was due.
6. The parties may, upon mutual agreement, request the assistance of Federal Mediation and Conciliation Services if the grievance is not resolved at Step Three of the grievance process. Requests for mediation should be submitted prior to, or jointly with, any request for arbitration.
7. Written grievances, responses, and evidence shall be maintained separately from the Personnel File.

Section 7. Arbitration Procedure

1. Request. The Union may advance a grievance to arbitration, provided written notice of intent to arbitrate is delivered to Labor Relations within fifteen (15) working days following receipt of the Step 3 - Campus Level decision of the grievance procedure. Requests to mediate the dispute will not modify the timeline to request arbitration unless jointly agreed to by the parties.

2. Selection of Arbitrator. Upon submission of a request for arbitration, the parties may within fifteen (15) working 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 fifteen (15) working-day period, the parties shall jointly request the Federal Mediation and Conciliation Services (FMCS) to submit a panel of seven (7) 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 alternately strike one (1) name from the panel until an arbitrator is selected. The party requesting arbitration shall strike the first name. The parties shall promptly notify the arbitrator of his/her selection.

3. Hearing. The grievance shall be heard by a single arbitrator and both parties may be represented by such persons as they may designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. Hearings shall generally be held at the UIS Campus, or at another mutually agreeable location.

4. Decision. The arbitrator so selected shall confer with the University and Union representatives and hold hearings promptly and shall issue her/his decision not later than thirty (30) calendar days from the date of the close of the hearings or, if written briefs have not been waived, then from the date the final statements and proofs on the issues are submitted to her/him. The arbitrator's decision shall be in writing and shall set forth her/his findings of fact, reasoning, and conclusions on the issues submitted.

The arbitrator's authority shall be limited to determining whether the University has violated arbitrable provisions of this contract. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this contract, nor shall the arbitrator have the authority to review any decisions made through the shared governance process. To the extent that the University's action is based upon academic judgment, the arbitrator shall have no authority or jurisdiction to substitute his/her judgment for that of the University and its agents. The decision of the arbitrator shall be submitted to the parties and shall be final and binding on the parties if it is rendered in accordance with the provisions of this section.

5. Expenses. The cost for the services of the arbitrator, including per diem expenses, if any, actual and necessary travel and subsistence expenses, and transcription services for the arbitration shall be borne equally by the University and the Union. Any other expenses incurred shall be paid by the party incurring the same.

ARTICLE XVI. DUES DEDUCTION

Section 1. Dues Deduction

The University agrees to make payroll deductions in an amount established by the Union and certified in writing by the Union's treasurer from the pay of those employees who individually request it by way of written authorization to the Union for membership dues, assessments, fees and other authorized payments to the Union.

Section 2. Dues Remittance and Termination

The Union shall certify the names of individuals in writing who have authorized dues deductions to be withheld. Dues deductions shall continue until the Union advises the University in writing to stop the dues deduction.

Union dues shall be remitted to the Union in accordance with the current procedures and at the address designated in writing to the Employer by the Union.

Section 3. Notification of Change in Union Dues

The Union shall give written notice to the University Administration of any changes in its dues at least thirty (30) days prior to the effective date of any such change.

Section 4. Indemnification/Union Responsibility

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. The Union shall promptly refund to the University any funds received pursuant to this Article which are in excess of the amounts which the University Administration has agreed to deduct or any funds received pursuant to this Article which have been deducted in error.

Section 5. Limitations

The University shall not be liable to the Union by reason of the requirements of this Article for the remittance of payment of any sum other than those constituting deductions authorized by this Article. The University Administration's obligation under this Article is limited to remitting to the Union the sum or sums actually deducted from wages earned.

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

amounts should be collected.

Article XVII. No Strike No Lockout

The University shall not lock out members of the bargaining unit for the duration of this Agreement. During the term of this Agreement, the Union shall not condone, authorize or institute any strike (including sympathy strikes), work stoppage or slowdown by members of the bargaining unit. The Union further agrees it will take reasonable means that are within its power to induce bargaining unit members engaged in a strike, work stoppage or work slowdown to cease the violation.

ARTICLE XVIII. Savings

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 such 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 XIX. Entire Agreement

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

ARTICLE XX. Duration

This Agreement shall become effective as of August 16, 2021, and, unless otherwise specifically provided herein, shall remain in full force and effect through August 15, 2025. This Agreement shall automatically be renewed from year-to-year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the expiration date that it desires to modify this Agreement, or August 15 of a subsequent year in the event of its automatic renewal, that it desires to modify its terms. Once such notice has been given, this Agreement shall remain in full force and effect-until a new Agreement has been finalized.

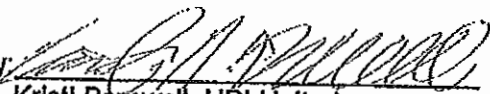
Notwithstanding any provisions of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless a party gives at least ten (10) calendar days advance written notice to the other party of its desire to terminate this Agreement; provided, such termination date shall not be prior to August 15, 2025, 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.

ACCEPTANCE BY THE PARTIES

IN WITNESS WHEREOF, the Union and the Employer have executed this Agreement by their duly authorized representatives this 14th day of June, 2022.

FOR THE UNIVERSITY
PROFESSIONALS OF ILLINOIS,
LOCAL #4100


By: 
John Miller, UPI President

By: 
Kristi Barnwell, UPI United
Faculty President/Chief Spokesperson

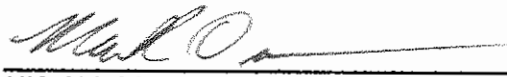
BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

By: 
Comptroller


APPROVED:


Associate Vice President for
Human Resources

Thomas H. Riley Jr
Executive Director of Labor & Employee
Relations and Special Counsel


UIS Chief Spokesperson

APPROVED AS TO LEGAL FORM:


For University Counsel Date

APPENDIX A

TENURED/TENURE TRACK FACULTY SALARY MINIMA BY RANK

Assistant Professor	\$55,000
Associate Professor	\$60,000
Professor	\$73,192

Effective August 16, 2017, a non-precedential minimum will be awarded to all associate professors with at least seven (7) or more years of service in that rank, effective the beginning of the pay period following full execution of this agreement. This minimum will be set at \$64,000 and will be used to adjust the salary of any bargaining unit member when he/she achieves at least seven (7) years in rank at associate professor during the term of this contract.

APPENDIX B

UIS UNITED FACULTY GRIEVANCE FORM

Grievant Name: _____ Date of Alleged Violation: _____

Campus Address/Phone Number: _____ Date Grievant Became Aware: _____

Grievant's Department: _____ Grievance Process Step being filed: _____

Documents/Articles and Sections Allegedly Violated (be specific): _____

Statement of the Grievance (be specific, including person committing alleged violation):

Statement of Harm as a result of the Alleged Violation: _____

Remedy Sought: _____

Efforts Made to Resolve Grievance: _____

Grievant Signature/Date: _____

Acknowledgement of Filing by University Representative:

Name/Title

Date