

AGREEMENT

by and between

THE BOARD OF TRUSTEES  
OF THE UNIVERSITY OF ILLINOIS

and

UNIVERSITY PROFESSIONALS OF ILLINOIS LOCAL 4100,  
IFT, AFT, AFL-CIO  
UIS INSTRUCTORS UNITED

*NONTENURE-TRACK FACULTY*

Effective August 16, 2024 through August 15, 2027

Agreement

by and between

The Board of Trustees  
of the University of Illinois

and

University Professionals of Illinois Local 4100,  
IFT, AFT, AFL-CIO  
UIS Instructors United

University of Illinois Springfield Nontenure-Track Faculty

This Agreement is made and entered into by and between the Board of Trustees of the University of Illinois, a body corporate and politic (hereinafter referred to as the "University"), and University Professionals of Illinois Local 4100, IFT/AFT/AFL-CIO, UIS Instructors United (hereafter referred to as the "Union"), representing nontenure-track faculty employed by the University of Illinois as identified in Article II hereof.

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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 of bargaining unit employees 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 January 10, 2024, in Case No. 2024-RC-0006-C the University recognizes the University Professionals of Illinois Local 4100, 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 .51 or greater appointment as a faculty member) nontenure-track faculty.

**Excluded:** All supervisory, managerial, confidential, and short-term employees as defined by the *Illinois Educational Labor Relations Act*.

## 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, dismiss, non-renew, and reappoint faculty;
  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**

### **A. 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.

### **B. Bargaining Unit Information**

1. Within ten (10) 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.
2. Within ten (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.
3. The University will also provide a list of Department Chairs/Heads and Unit Executive Officers at the start of the Fall Semester.

### **C. 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 the *Freedom of Information Act* (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.

#### **D. 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.

#### **E. Notification**

The Union shall provide the University with a list of all elected officials and officers 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, 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**

The University of Illinois Springfield recognizes that a faculty compensation program designed to reward meritorious performance is required in order to recruit and retain excellent faculty. Deans, in consultation with Department Heads/Chairs/School Directors and/or appropriate review committees, have the discretion to determine eligibility and allocation of merit increases subject to approval by the Provost. 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 their annual performance review. To achieve this goal, the University and Union have agreed upon the terms of a faculty compensation program as set forth within this Article.

A. Salary Increase Year 1

For the academic year starting August 16, 2024, the University will implement a salary increase program on the basis of merit. Eligible bargaining unit employees will receive an increase to their base salary of \$2,500.

B. Salary Increase Year 2

1. For the academic year beginning August 16, 2025, the University will implement a salary increase program for eligible members on the basis of merit equivalent to 2% or the campus salary program as implemented by UIS, whichever is greater.
2. In addition, the University will provide a pool of funds equivalent to 1% of the nontenure-track faculty salary base on August 15, 2025, for compression and equity increases to be distributed at the University's discretion. Except as provided in Subsection (B)(3) and (B)(4) below, the parties recognize that the entire 1% shall be allocated.
3. If the campus salary program is 3% or higher, the University shall not be under any obligation to provide compression and equity increases.
4. If the campus salary program is between 2% and 3%, the pool of funds may be reduced by the percentage amount that the campus salary program exceeds 2%. (For example, if the campus salary program is 2.5%, 0.5% of the nontenure-track faculty salary base pool will be allocated to compression and equity increases.)

C. Salary Increase Year 3

1. For the academic year beginning August 16, 2026, the University will implement a salary increase program for eligible members on the basis of merit equivalent to 2% or the campus salary program as implemented by UIS, whichever is greater.
2. In addition, the University will provide a pool of funds equivalent to 1% of the nontenure-track faculty salary base on August 15, 2026, for compression and equity increases to be distributed at the University's discretion. Except as provided in Subsection (C)(3) and (C)(4) below, the parties recognize that the entire 1% shall be allocated.
3. If the campus salary program is 3% or higher, the University shall not be under any obligation to provide compression and equity increases.

4. If the campus salary program is between 2% and 3%, the pool of funds may be reduced by the percentage amount that the campus salary program exceeds 2%. (For example, if the campus salary program is 2.5%, 0.5% of the nontenure-track faculty salary base pool will be allocated to compression and equity increases.)

#### D. Salary Minima

Effective August 16, 2024, the minimum salary for bargaining unit members will be \$50,000,

#### E. Application of Salary Increases

Salary increases shall be calculated based upon the bargaining unit employee's current salary prior to any increases being applied. All increases shall be applied prior to adjustments to the salary minima.

#### F. Discretionary Salary Adjustments

Nothing in this Agreement shall preclude the University from providing discretionary 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, 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.

#### G. 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 in any nontenure-track line will receive a salary increase of no less than \$3000 added to their base salary or 4% whichever is greater.

### **ARTICLE VIII. Professional Development**

- A. The University of Illinois Springfield shall provide funding to faculty of no less than \$1000 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.
- B. Faculty who are promoted in any nontenure-track line will be provided additional access to a one-time amount in the year after they are promoted of no less than \$1500 in professional development funds over the standard amount provided yearly to each faculty member.
- C. 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.

## **ARTICLE IX: Leaves and Group Health**

### **A. Leaves**

It is the intention of the University to continue providing all leaves and benefits as already provided to the nontenure-track faculty at the University of Illinois Springfield such as, but not limited to, Parental Leave, Bereavement Leave, Family Military Leave, Jury Duty, Sick Leave, Vacation (if eligible), Holidays and other paid days off in accordance with the holiday schedule as announced by the University, and other leaves they may be eligible for under applicable University policies. 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. Leave time usage must be reported in the appropriate time reporting system.

### **B. 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.

## **ARTICLE X. Appointment, Multi-Year Appointment, Reappointment & Promotion**

### **A. Appointment**

1. All initial appointments shall be recommended by the relevant appointing department or unit in accordance with University and UIS policies and procedures.
2. The offer letter shall indicate that the position is included in a bargaining unit (UPI Local 4100 UIS Nontenure-Track Faculty Union).
3. All visiting appointments shall be made by the relevant appointing unit (subject to required approvals) and shall be for not longer than one (1) year but may be renewed in accordance with University and UIS policies and procedures.

### **B. Multi-Year Appointments**

1. 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.

2. Nothing contained herein shall provide for any multi-year appointment to be automatically renewable. Additionally, nothing contained herein shall preclude the University, at the recommendation of the unit with the approval of the Dean and Provost, from offering any bargaining unit member a multi-year appointment at any time provided they are eligible under the *Statutes* and campus policy.

#### C. Reappointment

1. Consistent with University and UIS policies, bargaining unit members may be eligible for reappointment at the recommendation of the appointing unit with approval by the Dean and Provost.
2. Academic units shall endeavor to inform faculty members of their recommendation for reappointment or non-reappointment mid-way through the Spring Semester, but no later than May 15 each year. Decisions to reappoint a nontenure-track faculty member may be delayed for reasons including, but not limited to, projected student enrollments and funding variables. This communication/decision is separate from the formal appointment processes that are conducted in accordance with the University's standard practices and procedures.
3. If requested within ninety (90) days of receipt of communication on non-reappointment, an individual who is not reappointed shall be provided with the reason for their non-reappointment in writing and in a timely manner.

#### D. Promotion

Promotion of bargaining unit members will be conducted in a manner consistent with University and UIS policies and procedures, as may be amended from time to time.

### **ARTICLE XI. 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. Workloads for bargaining unit members will be specified in individual contracts for each bargaining unit member including teaching course load and other assignments/expectations as may be assigned.
- C. Bargaining unit employees who are assigned a 4/4 workload shall not be required to engage in service or scholarship activities. A 4/4 workload includes courses taught and/or

non-instructional assignments. In the event there are mid-academic year changes that deviate from a faculty member's offer letter, the changes must be mutually agreed on.

- D. Bargaining unit members shall follow the dates of their appointment in the notification of appointment. Bargaining unit members shall not be required to perform duties outside their dates of service unless required to fulfil their employment obligations, such as but not limited to grade reporting, grade disputes, and meetings/orientations.

## **ARTICLE XII. Facilities and Equipment**

### **A. 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 their academic discipline and performance of duties. This includes reasonable access to such space during periods when 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.

### **B. 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).

### **C. Extension of Fees**

All nontenure-track faculty at UIS 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).

All nontenure-track faculty at UIS shall be subject to the same regulations and fees (as may be amended from time to time) as tenured and tenure-track faculty for parking.

## **ARTICLE XIII. Academic Freedom**

Bargaining unit members shall be entitled to the protection of academic freedom as set forth in the *University of Illinois Statutes*. Bargaining unit members who believe that their academic freedom rights have been violated may submit a request to the campus senate Committee on

Academic Freedom and Tenure (CAFT) to review the matter and make recommendations consistent with CAFT policies and procedures to the Chancellor and reports to the senate. CAFT is an advisory body to UIS. Neither its recommendations nor the substance of UIS decisions on matters related to academic freedom can be grieved pursuant to the Grievance and Arbitration Article of this Agreement.

#### **ARTICLE XIV. Discipline and Dismissal**

- A. The Employer may discipline, suspend, or dismiss a bargaining unit member prior to the end of their appointment term, up to and including discharge, for just cause.
- B. With respect to any meeting at which disciplinary action may be imposed on a bargaining unit member, the bargaining unit member shall receive two (2) working days prior written notice of the purpose of the meeting and shall be advised of their right to Union representation.
- C. With respect to any pre-disciplinary meetings that may result in discipline, the bargaining unit member shall be advised of their right to Union representation.
- D. A bargaining unit member may utilize the Grievance and Arbitration procedure set forth in this Agreement to appeal the disciplinary action, suspension, or dismissal. In no instance, however, even if the arbitrator determines that there was a lack of just cause for the discipline or dismissal, shall the arbitrator possess the authority to award a bargaining unit member any remedy (e.g., compensation, re-appointment, etc.) for time beyond the terminal date of the appointment during which they were disciplined, suspended, or dismissed.
- E. In the event the Employer dismisses a bargaining unit member prior to the end of their appointment term, and the dismissal remains unchallenged or is upheld by an arbitrator, such bargaining unit member shall only be entitled to compensation for services performed prior to the dismissal.
- F. Non-reappointment of a nontenure-track faculty member upon the expiration of the term of their appointment is not discipline or a dismissal under this Article.

#### **ARTICLE XV. Personnel Files**

- A. Personnel Files

The University shall maintain the official personnel file for each faculty member. A faculty member's personnel file shall be available for examination by the faculty member upon request or as otherwise arranged with the Faculty Files Custodian. Faculty should allow two (2) working days for request for access to be fulfilled. 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 their file in accordance with the *Personnel Records Review Act*. Upon request of the faculty member to the Faculty Files Custodian, a faculty member will be furnished a digital copy of any documents in their file. A faculty member may request a downloadable version of their personnel file.

**B. 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 their 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.

**C. 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 their 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.

**D. 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 XVI. Meetings with Administration**

**A. Labor Management Meetings**

Labor management meetings shall occur at least one (1) time per semester (Fall and Spring) during the term of this Agreement, if so requested by the Union or University. The Union shall designate members including up to three (3) 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 request to have additional representatives present who have information directly relevant to the issue(s) being discussed.

## B. Meetings with the Chancellor

The Union and the UIS Chancellor and an unlimited number of the Chancellor's designee(s) shall meet at least one (1) time per semester (Fall and Spring) during the term of this Agreement. The Union shall designate members including up to three (3) Union representatives to meet on its behalf. 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. Additional Union representatives may be present upon mutual agreement.

In order for the meeting to be as productive as possible and coordinate appropriate representatives to be present, the Union shall provide a list of discussion topics to the Chancellor and/or the Chancellor's designee at least two (2) weeks in advance of the meeting.

## ARTICLE XVII. Grievance and Arbitration

### A. 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.

### B. Definitions

1. 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.
2. 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.
3. 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.
4. The term "Unit Executive Officer" refers to the department head/chair or equivalent leadership position of other units.

### C. 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 their Union representative if they desire Union representation. If an employee chooses to represent themselves,

they 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 Unit Executive Officers. 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. The University representative may request to have a designee present at any step in the grievance process.

#### D. 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 when the bargaining unit employee is not on contract unless the University determines 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.

#### E. Grievance Process

##### Step One - Informal

The grievant, with or without Union representation, shall attempt to resolve the matter informally with the appropriate Unit Executive Officer 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. 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 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 Two 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 Two 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.

#### F. 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 (FMCS) or any similar mutually agreed upon service, 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.

## G. 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 Three - 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) or any similar mutually agreed upon service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one (1) 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 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. At the hearing, the 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 their decision not later than thirty (30) calendar days from the date of the close of the hearing 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 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 decisions made through the shared governance process. Additionally, the arbitrator cannot contravene laws of the United States and State of Illinois and Rules and Regulations of administrative agencies. To the extent that the University's action is based upon academic judgment, the arbitrator shall have no authority or jurisdiction to substitute their judgment for that of the University and its agents. The decision of the arbitrator shall be submitted to the parties and 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 XVIII. Dues Deduction**

### **A. 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.

### **B. 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.

### **C. 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.

### **D. 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.

### **E. 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 XIX. 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 XX. 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 XXI. 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 XXII. Duration**

This Agreement shall become effective as of August 16, 2024, and, unless otherwise specifically provided herein, shall remain in full force and effect through August 15, 2027. 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.

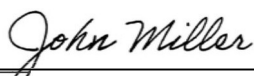
Notwithstanding any provisions of this Article or agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless a party gives at least ten (10) calendar days advance written notice to the other party of its desire to terminate this Agreement; provided, such termination date shall not be prior to August 15, 2027, 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

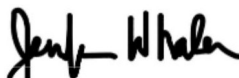
IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hand  
on this 13th day of June, 2025.

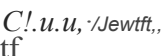
UNIVERSITY PROFESSIONALS OF ILLINOIS  
LOCAL 4100, IFT, AFT, AFL-CIO  
UIS INSTRUCTORS UNITED  
UNIVERSITY OF ILLINOIS SPRINGFIELD  
NONTENURE-TRACK FACULTY

THE BOARD OF TRUSTEES  
OF THE  
UNIVERSITY OF ILLINOIS

  
\_\_\_\_\_  
John Miller, UPI President

BY:   
\_\_\_\_\_  
Comptroller

  
\_\_\_\_\_  
Jennifer Whalen,  
UIS Instructors United Lead Negotiator

APPROVED:   
\_\_\_\_\_  
Associate Vice President & Chief  
Human Resources Officer

  
\_\_\_\_\_  
Executive Director for Labor &  
Special Counsel

  
\_\_\_\_\_  
Chief Spokesperson

APPROVED AS TO LEGAL FORM:

  
\_\_\_\_\_  
For University Counsel (date)

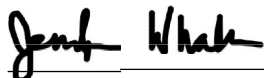
## MEMORANDUM OF UNDERSTANDING

The University of Illinois Springfield, and the University Professionals of Illinois, Local 4100, Nontenure-Track Faculty have agreed to a Pilot Program on Modified Duties. The Pilot Program will remain in effect for the duration of this collective bargaining agreement between the University of Illinois Springfield and the University Professionals of Illinois, Local 4100, Nontenure-Track Faculty Union.

1. Modified Teaching Duties is an alternative work assignment available to bargaining unit employees engaged in teaching intensive duties returning from an approved leave of absence taken as an extended block of time (including Family Medical Leave and Parental Leave) during the semester.
2. Modified duties may include, but are not limited to, course reassignments or scheduling or teaching modalities that allow flexibility. In limited situations, it may be appropriate for modified duties to include areas such as research, scholarly activities, or service as non-instructional assignments in lieu of classroom instruction. Non-instructional assignments must be approved in advance by the Dean and Provost.
3. Nontenure-track faculty may request a period of modified teaching duties for the remainder of the semester they exhaust the eligible leave of absence. Requests for modified duties must be reduced to writing and submitted to the Unit Executive Officer (UEO) prior to the employee going out on the qualifying leave of absence.
4. The UEO shall discuss alternative assignments with the employee and reduce the modified duties assignment to writing for review and signature. The modified duties shall be submitted to the Dean and Provost for review and approval. If approved, a copy of the fully signed agreement shall be sent to the Chapter President or designee and Labor Relations.

In the event a bargaining unit employee is unable to fulfill their contractual obligations at the end of the semester they were approved for modified duties, they shall contact Human Resources to discuss.

In the interest of continuity of teaching activities, the University retains the right to assign nontenure-track faculty alternative duties when they return from a leave of absence.



UPI-4100 NTT Chief Spokesperson



UIS Chief Spokesperson