

AGREEMENT

by and between

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

and

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

NON-TENURE TRACK FACULTY

Effective August 16, 2014 through August 15, 2019

Agreement

by and between

The Board of Trustees
of the University of Illinois

and

Non-Tenure Faculty Coalition/AFT/IFT/AAUP

University of Illinois at Urbana Champaign Non-Tenure Track Faculty

This Agreement is made and entered into by and between the Board of Trustees of the University of Illinois, a corporate and body politic (hereafter referred to as "University"), and the Non-Tenure Track Faculty Coalition AFT/IFT/AAUP (hereinafter referred to as "Union") representing non-tenure track faculty employed by the University of Illinois at Urbana-Champaign as identified in Article II hereof.

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**ARTICLE I
PURPOSE**

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

**ARTICLE II
RECOGNITION**

Pursuant to the Order of Certification issued by the Illinois Educational Labor Relations Board on July 8, 2014, in case number 2014-RC-0012-S, the University recognizes the UIUC Campus Faculty Association Local 6546, IFT-AFT, AAUP (herein referred to as "Union") as the exclusive representative for purposes of collective bargaining for the bargaining unit described below and such other classifications as may be added in accordance with the law:

Included: All full-time (i.e., employees who have a 0.51 or greater appointment as a faculty member) non-tenure track faculty with respect to educational employees employed at the Urbana-Champaign campus or employed in units located outside Urbana-Champaign which report administratively to the Urbana-Champaign campus.

**ARTICLE III
MANAGEMENT RIGHTS**

- A. Except as specifically abridged by this Agreement, all powers, rights, and authority of the University are reserved by the University, and the University retains sole and exclusive control over any and all matters in the operation, management, and administration of the University; the control of its properties and the maintenance of order and efficiency of the workforce; and complete authority to exercise those rights and powers by making and implementing decisions with respect to those rights and powers. In order to operate its business and except as expressly and specifically limited or restricted by a provision of this Agreement or by law, the Employer reserves and retains in full, exclusively and completely, any and all management rights, prerogatives, and privileges previously vested in or exercised by the Employer, and the unqualified right to place any or all of such rights into effect. Such rights and powers include, but are not limited to, the exclusive right and power:
1. to determine the mission of the University, its organizational structure, and the methods and means necessary to fulfill that mission, including the transfer, alteration, curtailment, or discontinuance of any services;
 2. to adopt and amend budgets and make budgetary allocations or reallocations affecting the University as a whole or any of its departments or units;

3. to establish qualifications, appoint, and determine the appointment fractions and duration of employment upon appointment for all bargaining unit members, including whether bargaining unit members will be reappointed and, if so, the terms and conditions governing such reappointment;
 4. to determine the number of bargaining unit members to be appointed or reappointed;
 5. to truncate appointments consistent with terms of the appointment as set forth in relevant *Statutes*, policies and procedures;
 6. to determine, assign, and schedule the type and kind of services and the work to be performed by bargaining unit members or by others, including the job content and the location of such services or work;
 7. to establish, modify, combine or eliminate positions;
 8. to determine the number, location or relocation of facilities, buildings and rooms, and ancillary facilities such as parking lots, including the policies governing the use of such buildings, rooms or facilities;
 9. to discipline, suspend, dismiss with just cause, non-renew and reappoint bargaining unit members;
 10. to supervise, train, and evaluate bargaining unit members;
 11. to determine materials and equipment to be utilized by bargaining unit members and the methods and means by which work shall be performed and services provided;
 12. to establish quality and performance standards rules for bargaining unit members;
 13. to adopt and enforce policies, rules, and regulations, including rules and regulations governing tuition waivers and the work, training, and conduct of bargaining unit members;
and
 14. to perform all other functions inherent in the administration and management, of the University.
- B. Unless the parties are negotiating a successor agreement, any rights granted to or acquired by the employees or the Union under this Agreement or during its life shall have no application beyond the term of this Agreement or any renewal thereof. The failure of the Employer to exercise any power, function, authority or right reserved or retained by it, or the exercise of any power, function, authority or right in a particular manner shall not be deemed a waiver of the right of the Employer to exercise such power, function, authority, or right, or to preclude the Employer from exercising the same in some other manner, so long as it does not conflict with an express provision of this Agreement.

**ARTICLE IV
UNION MEMBERSHIP AND UNION ACTIVITY**

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

- B. The Employer will provide information as it appears on the following dates: October 16, February 16, July 16, and August 16. This information will be provided within 5 business days, or as soon as practicable. The Employer will provide the Union the following faculty member data:
 - 1. First and Last Name
 - 2. Department of Employment
 - 3. Classification
 - 4. Faculty Rank
 - 5. Salary for the Last 2 (two) years at UIUC
 - a. Or if less than 2 (two) years, for the duration of employment at UIUC
 - 6. Home Mailing Address
 - 7. University E-mail Address
 - 8. Date First Hired
 - 9. Percentage (%) of Appointment

- C. Upon request, the Union, as the certified bargaining representative, shall be afforded a table at the annual campus-wide new faculty orientation.

- D. The Employer shall provide the Union with a full list of bargaining unit members invited to attend the annual campus-wide new faculty orientation.

- E. The Union shall have the right to access meeting room space and the right to access all visual and electronic communication methods for the purpose of distribution of information, subject to the same policies established for other faculty and staff organizations recognized by the University.

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

- G. Each bargaining unit member may make his/her own personal decisions with respect to Union or other employee organization membership without intimidation or coercion. There will be no discrimination against any bargaining unit member by the Union or the Employer because a bargaining unit member chooses not to become a member of the Union or because the bargaining unit member chooses to become a member of the Union and/or acts as a representative of the Union or its members or other employees pursuant to this Agreement.

**ARTICLE V
NON-DISCRIMINATION**

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

The Union and the University shall continue to abide by federal and state laws as well as all university and campus policies regarding nondiscrimination and harassment in employment, including but not limited to the Policy and Procedures for Addressing Discrimination and Harassment at the University of Illinois at Urbana-Champaign as may be amended from time to time. The Employer will follow all applicable laws concerning the employment of international faculty.

**ARTICLE VI
HEALTH AND SAFETY**

The University is committed to the safety and well-being of its students, faculty, staff, and the public it serves. The administration, faculty, and staff have the responsibility to promote health and safety in their environment and operations and shall do so in accordance with any and all applicable federal and state laws. When possible, bargaining unit members should report any unhealthy or hazardous work conditions, and the University shall be responsive to requests from bargaining unit members for measures to secure hazardous materials, to the extent practicable.

**ARTICLE VII
PHYSICAL CONDITIONS**

The Employer shall when practicable and in accordance with the law provide the bargaining unit members with space and facilities such as office, laboratory, classroom and work space adequate for effective and safe teaching, research, advising, and other activities necessary to their academic discipline and performance of duties. If required to comply with applicable federal and state laws, bargaining unit members with research responsibility will be provided secure space, facilities and equipment. Within the limits of available resources and within the Employer's discretion, the Employer shall provide materials for the fulfillment of work-related duties. If such materials are required and not provided, bargaining unit members will not be adversely impacted as a direct result of not being provided the materials to perform those duties.

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

ARTICLE VIII WAGES

A. Merit-Based Salary Increases

1. Individuals who are members of the bargaining unit as of the date that this Agreement becomes effective will be eligible to participate in a merit-based salary program of two and one-half percent (2.5%) as provided in and under the terms established for the FY2015 campus-wide salary program retroactive to August 16, 2014.
2. Individuals who are members of the bargaining unit as of the date that this Agreement becomes effective will be eligible to participate in any FY2016 campus-wide general salary program that may be announced by the Chancellor and the Provost for that academic year under the terms established for that program.
3. Effective August 16, 2016, bargaining unit members will be eligible to participate in any FY 2017 campus-wide general salary program that may be announced by the Chancellor and Provost for that academic year under the terms established for that program.

Effective August 16, 2016, bargaining unit members will be eligible to participate in any general compression, market, equity, retention (CMER) that may be announced by the Chancellor and the Provost for that academic year under the terms established for that program. Allocation of CMER adjustments will be determined in the sole discretion of the dean following consultation with department heads.

4. Effective August 16, 2017, bargaining unit members will be eligible to participate in any FY 2018 campus-wide general salary program that may be announced by the Chancellor and Provost for that academic year under the terms established for that program. The Union reserves the right to request to reopen the contract for the purposes of discussing wages only during the fourth (4th) year of the contract. To request such a wage reopener, the Union must notify the Labor and Employee Relations section of Academic Human Resources in writing of its intent to reopen the contract within twenty-one (21) calendar days of being advised by the University of the campus-wide general salary program announced by the Provost as part of the campus wage program for that year or September 30th, whichever is earliest.

Effective August 16, 2017, bargaining unit members will be eligible to participate in any general compression, market, equity, retention (CMER) that may be announced by the Chancellor and the Provost for that academic year under the terms established for that program. Allocation of CMER adjustments will be determined in the sole discretion of the dean following consultation with department heads.

Effective August 16, 2017, the minimum salary for nine (9) month full time non-visiting bargaining unit employees in non-funding contingent positions will be \$43,000.

Effective August 16, 2017, the minimum salary for nine (9) month full time non-visiting bargaining unit employees in funding contingent positions will be \$43,000, except in cases of proven hardship.

5. Effective August 16, 2018, bargaining unit members will be eligible to participate in any FY 2019 campus-wide general salary program that may be announced by the Chancellor and Provost for that academic year under the terms established for that program.

Effective August 16, 2018, bargaining unit members will be eligible to participate in any general compression, market, equity, retention (CMER) that may be announced by the Chancellor and the Provost for that academic year under the terms established for that program. Allocation of CMER adjustments will be determined in the sole discretion of the dean following consultation with department heads.

Effective August 16, 2018, the minimum salary for nine (9) month full time non-visiting bargaining unit employees in non-funding contingent positions will be \$45,000.

Effective August 16, 2018, the minimum salary for nine (9) month full time non-visiting bargaining unit employees in funding contingent positions will be \$45,000, except in cases of proven hardship.

6. Pursuant to the terms of paragraphs 1, 2, 3, 4, and 5 above and in accordance with applicable campus and relevant academic unit policies and practices, individual members of the bargaining unit may receive a salary increase that is less than, equivalent to, or greater than, the increment set forth in the campus-wide general salary program. Because any determination as to salary is at the department's or unit's sole discretion, such determination shall not be grievable under the Grievance and Arbitration Article of this Agreement.

B. Discretionary Salary Adjustments

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

C. New Hires

Nothing in this Agreement shall restrict or modify the University's ability to unilaterally establish the salary of newly-hired bargaining unit members.

D. Promotions

Promotions shall be accompanied by a salary increase as set by the appointing unit.

E. Payment of Salary

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

ARTICLE IX BENEFITS AND LEAVES

A. Benefits

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

B. Leaves

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

ARTICLE X APPOINTMENT, REAPPOINTMENT AND PROMOTION

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

A. Appointment

1. All initial appointments shall be recommended by the relevant appointing department or unit in accordance with University and campus policies and procedures.
2. The use of the term "Visiting" shall be in accordance with the provisions of the Provost's Communications, as may be amended from time to time. All visiting appointments shall be made by the relevant appointing unit.

B. Reappointment

1. Consistent with University and campus policies, bargaining unit members may be eligible for reappointment at the sole discretion of the appointing unit.
2. Beginning in Academic Year 2016-2017, academic units will inform bargaining unit members as to whether they will be reappointed no later than May 1st of each year. The parties acknowledge and agree, however, that such communication may be delayed based on various factors and administrative considerations, including but not limited to projected student enrollments, and funding variables. If an academic unit has not been able to finalize its decision regarding reappointment by May 1st, the academic unit will inform the bargaining unit member of that fact and will communicate with the member regarding reappointment on or before July 1st of that year. The parties recognize that this communication is separate from the formal appointment processes that will be conducted in accordance with the University's standard practices and procedures.

C. Reappointment of Long-Term Bargaining Unit Members

Beginning in year four (4) of this Agreement (Academic Year 2017-2018), when an appointing unit makes a decision to reappoint a bargaining unit member for a sixth (6th) year and thereafter, the following shall apply:

1. The appointing unit will provide an additional appointment equivalent to the current covered appointment if a decision to not reappoint is subsequently made.
2. The additional appointment will be beyond the bargaining unit member's current appointment period.
3. To be eligible for this period of continued employment, a bargaining unit member must have five (5) continuous years within the same college of non-visiting, non-funding contingent academic year service in a title covered under this Agreement at 100% time (i.e., 1.0 FTE or cumulative appointments at 1.0 FTE).
4. Nothing herein shall preclude the appointing unit from making a decision not to reappoint consistent with the terms of this section.

D. Promotion

1. Promotion of bargaining unit members will be conducted in a manner consistent with unit, college, campus and University policies and procedures, as may be amended from time to time.
2. The parties recognize that promotion represents an acknowledgement of a bargaining unit member's professional growth, merit and expertise in their field. Promotions build on the expectations of excellence, growth and professional development of the bargaining unit

member since the time of hire or since the time of previous promotions, whichever is most recent.

E. Multi-Year Contracts

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

F. Disputes

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

ARTICLE XI HOURS OF WORK AND COMMITMENT

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

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

Bargaining unit members also are required to comply with the University of Illinois Policy on Conflicts of Commitment and Interest, as well as all related applicable State of Illinois laws such as the *University Faculty Research and Consulting Act*, 110 ILCS § 100 and the *State Officials and Employees Ethics Act*, 5 ILCS § 430.

ARTICLE XII
DISCIPLINE AND DISMISSAL

- A. The Employer may discipline, suspend, or dismiss a bargaining unit member prior to the end of his/her 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 one (1) day prior written notice of the purpose of the meeting and shall be advised of his or her right to Union representation.
- C. With respect to any meeting that may result in discipline at a later time, the bargaining unit member shall be advised of his or her 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 he/she was disciplined, suspended, or dismissed.
- E. In the event the Employer dismisses a bargaining unit member prior to the end of his/her appointment term, and the dismissal remains unchallenged or is upheld by an arbitrator, such bargaining unit member shall only be entitled to compensation for services performed prior to the dismissal.
- F. A failure to reappoint an NTT faculty member upon the expiration of the term of his/her appointment is not discipline or a dismissal under this Article.

ARTICLE XIII
ACADEMIC FREEDOM

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

**ARTICLE XIV
ACCESS TO PERSONNEL FILE**

- A. The Academic Human Resources Office shall maintain the official personnel file for each bargaining unit member in compliance with the Illinois Personnel Record Review Act (820 ILCS § 40/1, *et seq.*).
- B. The personnel file shall contain materials pertinent to the academic and employment related activities of the bargaining unit member.
- C. All bargaining unit members shall have the right to add explanatory material to their official personnel file, as provided in the Personnel Record Review Act (820 ILCS § 40/1, *et seq.*).
- D. A bargaining unit member's signature on disciplinary or evaluative material confirms only discussion or receipt of these documents, but indicates neither agreement nor disagreement.
- E. Each bargaining unit member shall be permitted to review the official personnel file as provided in the Personnel Record Review Act. If authorized by a faculty member in writing, a Union representative may also review the file as provided by law.
- F. The Employer shall not gather or keep records of non-academic or non-employment related activities or information, as provided by law
- G. Upon request by a bargaining unit member, the Employer will reproduce materials in the faculty member's personnel file in accordance with the Personnel Record Review Act.
- H. The Employer will comply with the Personnel Records Review Act when releasing information from an NTT faculty member's personnel file to a third party.

**ARTICLE XV
LABOR MANAGEMENT MEETINGS**

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

ARTICLE XVI GRIEVANCE AND ARBITRATION

A. Basic Principles and Definition of Grievance

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

1. Every bargaining unit member covered by this Agreement, with or without Union representation, may pursue a grievance.
2. The parties recognize that day-to-day problems may be discussed between bargaining unit members and supervisors. If possible, the grievance should be solved through informal discussion with the supervisor in the department in which the alleged violation occurred. Such informal discussions are encouraged but optional, but shall have no effect upon the time limits set forth in this Agreement and shall not invalidate the grievance. It is further understood that the various time limits set forth in this Article may be extended only by the mutual written agreement of the University and the Union.
3. A bargaining unit member who participates in the grievance procedure shall not be subject to discipline or reprisal because of such representation.
4. Upon mutual agreement, the parties may agree for grievances to be initiated at advanced steps.
5. Either party may invite a member of the Labor and Employee Relations Section of Academic Human Resources to participate in any discussions and/or meetings held in accordance with this Article and the Union shall advise the Labor and Employee Relations Section of Academic Human Resources prior to any discussions and/or meetings held. In no way shall failure to notify constitute a forfeit of the grievance.
6. Grievance files shall be kept separate from the official personnel file maintained by Academic Human Resources.

B. Time Limits

Failure to file a grievance within twenty (20) business days following the date when the events on which the grievance is based occurred or within twenty (20) business days following the date when the grievant reasonably should have known the events on which the grievance is based occurred shall constitute a waiver of the grievance. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. If the

University fails to respond to a grievance within the applicable time limit, the grievant may appeal the grievance to the next level if such advancement of the grievance is appealed within ten (10) business days following the final date on which the University's response was due. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing between the Union and the Labor and Employee Relations Section of Academic Human Resources. Any step of the grievance procedure may be waived by mutual agreement in writing between the Union and the Labor and Employee Relations Section of Academic Human Resources. A request for an extension of time or waiver of a step of the Grievance Procedure shall be addressed to the Labor and Employee Relations Section of Academic Human Resources or to the Grievance Officer of the Union.

C. Adjustment of Grievances

LEVEL 1. If the grievance is not resolved through informal discussion or no informal discussion occurred, the grievant shall have twenty (20) business days from the date of the first events on which the grievance is based to file a written grievance with the bargaining unit member's supervisor, Unit Executive Officer or designee. The written grievance shall contain the following information: a specific description of the dispute, the facts giving rise to the dispute, a listing of the article and section of the Agreement violated, a statement as to how the article and section were violated, the date of the violation, and requested remedy. The supervisor, Unit Executive Officer, or designee, may meet with the grievant (and his/her Union representative, if so desired) and shall issue a written decision on the grievance to the grievant within ten (10) business days after receipt of the written grievance or within ten (10) business days of the meeting if one is held, whichever is later.

LEVEL 2. In the event the grievance is not resolved at Level 1, the decision rendered may be appealed to the Dean of the College or designee in which the bargaining unit member is appointed, provided such appeal is made in writing within ten (10) business days after receipt of the Level 1 decision. If a grievance has been appealed, the Dean or designee may meet to discuss the grievance. Within ten (10) business days after receipt of the appeal or within ten (10) business days after the meeting, whichever is later, the Dean or designee shall issue a decision to the Union and the grievant(s).

LEVEL 3. In the event the grievance is not resolved at Level 2, the decision may be appealed to the Office of the Provost or designee in human resources, provided such appeal is made in writing within ten (10) business days after receipt of the Level 2 decision. If a grievance has been appealed to Level 3, as described above, the Provost or designee may meet to hear the grievance. Within ten (10) business days after receipt of the appeal or within ten (10) business days after the meeting, whichever is later, the Provost or designee shall issue a decision in writing to the parties involved.

D. Arbitration Procedure

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

2. Selection of Arbitrator. Upon submission of a request for arbitration, the parties may, within ten (10) business days after the request to arbitrate, attempt to agree upon an arbitrator. In the event the parties are unable to agree upon the arbitrator within this ten (10) business day period, the parties shall jointly request the Federal Mediation and Conciliation Services (FMCS) to submit a panel of seven (7) arbitrators, all of whom shall be members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the University and the Union shall have the right to strike names from the panel. The party requesting arbitration shall strike first; followed by the other party. Alternate strikes shall continue until only one name is left and this person remaining shall be the arbitrator. The parties shall promptly notify the arbitrator of his/her selection. If this arbitrator is not available or recuses her/himself from the case, a new panel of arbitrators shall be requested from FMCS; the costs of this new panel shall be split between the parties.
3. Hearing. The grievance shall be heard by a single arbitrator and both parties may be represented by such persons as they may designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. If both parties agree, the parties may submit written briefs in lieu of an evidentiary hearing.
4. Decision. The arbitrator so selected shall confer with the University and Union representatives and hold hearings promptly and shall issue 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. If the arbitrator is unable to issue the complete award within the thirty (30) calendar days, the arbitrator shall issue an interim award stating the outcome of the award pending the final complete decision. Should the arbitrator require more than thirty (30) calendar days to issue a decision, the arbitrator shall notify the parties involved and provide a timeline for issuance. The arbitrator's decision shall be in writing and shall set forth 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. 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, if it is rendered in accordance with the provisions of this section, shall be final and binding on the parties.
5. Expenses. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the University and the Union. Any other expenses incurred shall be paid by the party incurring the same.

ARTICLE XVII
UNAUTHORIZED WORK STOPPAGE

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

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

ARTICLE XVIII
DUES DEDUCTIONS AND FAIR SHARE

A. Dues Deductions

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

B. Fair Share

1. Pursuant to 115 ILCS 5/11, the Parties agree that non-union members employed in the bargaining unit, who choose not to become members within thirty (30) calendar days of employment or within thirty calendar days (30) of the signing hereof, shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of its members, provided the Union submits to the Employer properly executed dues deduction authorization cards signed by a majority of the employees in the bargaining unit. Such Fair Share Fee shall be deducted from the employee's paycheck and shall be forwarded to the Union.

2. The Employer and the Union are both cognizant of the provisions of the Illinois Educational Labor Relations Act and Rules promulgated by the I.E.L.R.B. which deal with Fair Share Fees. The Act and these Rules as they may be amended from time to time are incorporated in this Agreement by reference and the Employer and the Union agree to comply with and abide by all provisions of the Act and said Fair Share Rules. The Union agrees to provide to the Employer proof of notice to employees of the Fair Share requirements at least once a year and/or as requested by the Employer. Failure by the Union to comply with the requirements of this section shall be grounds for the Employer to cease its obligations to collect and remit Fair Share fees until corrective action is taken by the Union.
3. In the event that any employee covered hereby is precluded from making a Fair Share involuntary contribution as required by (a) of this Section 2 on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said involuntary deductions provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the Fair Share Fee amount to a non-religious charitable organization mutually agreed upon by the employee so refusing and the Union. For this purpose the Union shall certify to the Employer the names of all employees covered hereby who are relieved of the obligation to pay a Fair Share Fee by virtue of this Section; and it shall be the sole obligation of the Union to verify that contributions contemplated hereby have actually been made and that said employees are not subject to a Fair Share Fee involuntary deduction. The employee shall, on a monthly basis, furnish satisfactory evidence to the Union that such payment has been made.
4. The Union shall indemnify and hold the Employer, and its employees and agents harmless against any claim, demand, suit, cost, expense, or any other form of liability, including attorney's fees and costs arising from or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this Article. The Employer shall immediately inform the Union of any appeals or legal action regarding this Article.
5. Nothing contained herein shall require the Employer to take any action to collect any Fair Share Fee from any employee in any given pay period except to the extent that such employee earns wages from the Employer in that period.
6. In the event that all or any part of the I.E.L.R.B. rules referred to in (a) of this Section 2 of this Article lapse or become inoperative for any reason, then the parties agree that said Rule or Rules will become inoperative in this Contract and the parties shall then commence to negotiate substitute appropriate Fair Share provision(s) to this Article. Unless otherwise prohibited by law, the Employer shall continue Fair Share payroll deductions during the negotiation process.

C. Remittal of Withholdings

The Employer shall take such steps as may be required to accomplish any wage withholdings authorized or required by Sections 1 and 2 hereof and shall do such things as are necessary to cause said withholdings to be remitted to the Union within thirty (30) calendar days after the date of withholding, provided that nothing contained in this Article shall require the Employer to make any withholdings unless and until the Union has notified the Employer of the address to which the amount so withheld should be sent and has certified the amount of dues/assessments to be withheld, both within sufficient time to permit the Employer to carry out its obligations to so withhold. The amount withheld shall not change until the Union notifies the Employer that a different dues amount should be collected. The Union shall receive a listing of bargaining unit members and corresponding deductions pursuant to this Article.

ARTICLE XIX ELECTRONIC AVAILABILITY OF AGREEMENT

Within ninety (90) days of ratification, the University shall post this Agreement to its website. The University shall maintain this Agreement on its website for the duration of the Agreement.

ARTICLE XX SAVINGS CLAUSE

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

ARTICLE XXI ENTIRE AGREEMENT

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

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and

agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. No further decisional bargaining is required during the term of the Agreement over mandatory or permissive subjects or practices not expressly addressed in this Agreement. However, the parties shall bargain over the impact of any decision that affect the wages, hours, and working conditions of bargaining unit members at the request of either party. Any agreement(s) which supplement this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the University and the Union.

ARTICLE XXII DURATION

This Agreement shall become effective upon execution by both parties and shall remain in full force and effect through August 15, 2019. This Agreement shall automatically be renewed thereafter from year to year unless either Party notifies the other in writing at least ninety (90) days prior to its expiration date of desire to modify or terminate it.

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

on this the 16th day of May, 2016.

NON-TENURE FACULTY
COALITIONION




Shawn Gilmore
President


THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

BY:  5/16/16

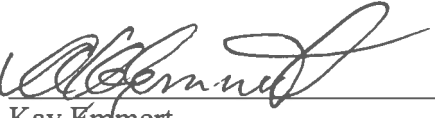
Walter K. Knorr, Comptroller Date



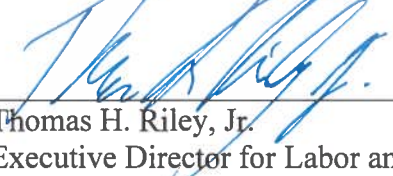
Matt Goodman
Secretary

APPROVED:



Maureen M. Parks
Associate Vice President for Human Resources



Kay Emmert
Chief Negotiator



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



Elyne G. Cole
Associate Provost for Human Resources



Leslie Arvan
Chief Negotiator

APPROVED AS TO LEGAL FORM:




Office of University Counsel

Side Letter Agreement – Creation of Policies

If policies do not exist, each college, department, school, or unit shall within two (2) academic years of the effectuation of this Agreement:

- a. Address in unit bylaws participation by bargaining unit members in shared governance and faculty governance,
- b. Establish policies and procedures for performance evaluations of bargaining unit members.

The parties recognize and agree that matters relating to shared governance and faculty governance need to be addressed through the unit bylaws and procedures of individual departments and colleges, rather than through collective bargaining. Consistent with provost Communication No. 25, the Provost's Office will continue to encourage academic units to review, and whenever necessary, to amend unit bylaws and procedures to address governance matters and evaluation procedures related to specialized faculty.

 5/6/16

For the Union

 5/6/16

For the University