

Agreement

By And

Between

THE BOARD OF TRUSTEES  
OF THE UNIVERSITY OF ILLINOIS

And

VISITING ACADEMIC PROFESSIONALS/  
AAP-IEA-NEA

Effective August 16, 2016 through August 15, 2020

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Agreement by and between

The Board of Trustees  
Of the University of Illinois

And

Visiting Academic Professionals/AAP-IEA-NEA

**1. PREAMBLE**

This Agreement contains the negotiated agreements between the parties concerning pay, hours, other conditions of employment and other issues of mutual concern applicable to those employees included in the bargaining unit represented by the Visiting Academic Professionals/AAP-IEA-NEA ("Association" or "Association"). It is the intent and purpose of this Agreement to promote a sound and mutually beneficial relationship between the Board of Trustees of the University of Illinois ("University") and the Association.

**2. RECOGNITION/BARGAINING UNIT DESCRIPTION**

The Bargaining Unit covered by this Agreement is determined by the Illinois Educational Labor Relations Board, pursuant to the Certification of Representation Order dated August 9, 2005 (Case No. 2005-RC-0007-S)

**INCLUDED:** Full-time and Part-time Visiting Academic Professional educational employees employed by the Board of Trustees of the University of Illinois at the Urbana campus.

**EXCLUDED:** Civil Service employees and supervisory, managerial, confidential and short-term employees as defined by the Illinois Educational Labor Relations Board.

**3. APPOINTMENT TERMS**

Visiting academic professional employees will be given a notice of appointment designating the beginning and ending dates of service, not to exceed one year, in accordance with normal University appointment procedures. The employment of visiting academic professionals ceases upon the expiration of their appointment, or the conversion of the appointment to a non-visiting position (which occurs at the University's discretion) unless the University decides to renew or extend the appointment. Employees should not presume they will be re-appointed beyond the term of their appointment.

If the University chooses not to renew an appointment, the Employer shall strive to provide a courtesy notification thirty (30) days prior to the expiration of the appointment. Disputes related to the courtesy notification shall not be subject to the grievance procedure.

#### **4. MANAGEMENT RIGHTS**

The Association recognizes that the University has the responsibility to manage and direct all the operations and activities of the University. The University retains sole and exclusive control to make and implement decisions concerning management of University operations (except as specified in this agreement), including but not limited to:

1. determine the mission and goals of the University and the methods and means necessary to fulfill that mission;
2. determine the type and kind of services to be rendered and the work to be performed by employees;
3. determine the necessity for work by employees;
4. discipline, suspend, or discharge employees;
5. determine the duration of employment upon appointment;
6. determine the number of employees needed and to relieve employees from duty because of lack of work or other business reasons;
7. determine the appointment fraction and the schedule of employees upon appointment and during employment;
8. determine and implement work rules for employees;
9. hire, select, assign, reassign, reclassify or promote employees;
10. determine the number and qualifications of employees;
11. determine quality and equitable performance standards;
12. determine the job content, allocation and assignment of work to employees;
13. establish new job classifications and modify and eliminate existing classifications within the bargaining unit;
14. determine the duration and requirements of all appointments;
15. determine, require and provide appropriate training; and,
16. adopt and enforce policies, rules and regulations, including rules and regulations covering health and safety matters on University premises, in the performance of University-related activities, and at University-sponsored activities.

The above enumerations of the Employer's rights are not inclusive and do not exclude other rights not specified including those duties, obligations or authority provided under law. The exercise or non-exercise of rights retained by the Employer shall not be construed to mean that any right of the Employer is waived.

#### **5. NON-DISCRIMINATION**

The University of Illinois will not engage in discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation, gender identity, order of protection status, civil union status, genetic information, unfavorable discharge from the military, or status as a protected veteran or membership or non-membership in or activity on behalf of or in opposition to the Union and will

comply with all federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. This nondiscrimination policy applies to admissions, employment, access to and treatment in the University programs and activities.

## **6. NEGOTIATION PROCEDURES**

The parties shall negotiate pursuant to the provisions of the Illinois Educational Labor Relations Act.

When the Association and the University reach tentative agreement of all matters being negotiated, they will be reduced to writing and shall be submitted to membership of the Association for ratification and to the University for approval.

**MEDIATION:** If the services of a mediator are needed, a mediator may be requested by the parties from the Federal Mediation and Conciliation Service or the IELRB.

## **7. ASSOCIATION RIGHTS AND RESPONSIBILITIES**

The Association and its members shall have the right to use a meeting room in University buildings in accordance with University policies for organizational meetings and the right to transact official Association business on University property at reasonable times, provided these meetings shall not interfere with or interrupt the normal University operations.

The Association shall have the right to use campus mail and email in accordance with University policy for the purposes related to representation of employees in this bargaining unit.

The Association shall have the right to post notices of its activities and matters of Association concern on available University bulletin boards in accordance with University policy.

The University shall make available to the Association, in response to reasonable requests, information necessary for representational interests, negotiations and processing of grievances, as required by law.

## **8. LABOR MANAGEMENT MEETINGS**

It is the intention of the Association and the University to meet on a regular basis to promote a sound and mutually beneficial relationship. There shall be at least one (1) meeting during the spring semester and one (1) meeting during the fall semester. Additional meetings may be scheduled by mutual agreement. A mutually agreeable place and time shall be established for any meeting called.

The University and the Association shall each designate two members to attend. For the University, the Associate Provost for Human Resources, or his/her designee, will be notified and normally attend all meetings. For the Association, IEA Staff will be notified and normally attend all meetings.

The party calling the meeting shall prepare an agenda, which may include discussion of University policies like intellectual property, academic freedom, etc. and other matters of mutual concern, and provide a copy of the agenda to the other party one (1) week prior to the meeting. The other party may append additional items to the agenda, provided that party transmits a copy to the party calling the meeting at least two (2) days prior to the scheduled meeting.

## **9. DUES DEDUCTION AND FAIR SHARE**

Each bargaining unit member, as a condition of his/her employment, no earlier than the third regular pay date after commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required to members in the Association, including, local, state and national dues.

Upon receipt of a written and signed authorization card, the University shall deduct the amount of Association dues certified by the Association and/or other authorized deductions set forth in such card and any authorized increase therein, and shall remit the dues to the Association at the address designated by the Association. The Association shall notify the University of any increase in dues at least thirty (30) calendar days before the effective date of the increase.

In the event that the applicable bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the university shall deduct the fair share fee from the wages of the non-member.

Such fee shall be paid to the Association by the University no later than ten (10) days following deduction.

In the event of any legal action against the University brought in a court, administrative or otherwise agency because of its compliance with this Section, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

The University gives reasonable notice of such action in writing to the Association and permits the Association intervention as a party if it so desires.

The University gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the University from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the University's compliance with this Article.

The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make a payment on behalf of

the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

Any bargaining unit employee hired before January 19, 2007 shall be exempt from the provisions of this Article.

## **10. GRIEVANCE PROCEDURE**

A. Grievance Definition and Applicability. A grievance shall be a complaint by an employee alleging a violation involving the application and interpretation of provisions of this agreement.

A bargaining unit member who participates in good faith in the grievance procedure shall not be subject to discipline or reprisal because of such participation. Any bargaining unit member or group of bargaining unit members shall have the right to present grievances in accordance with these procedures, with or without representation. Meetings, conferences and hearings under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses to attend. All records of grievances will be kept separate from the official personnel file maintained by the Academic Human Resources Office.

B. Time Limits. Failure to file a grievance within twenty (20) business days following an occurrence on which the grievance is based shall constitute a waiver of the grievance. In calculating calendar days under this grievance procedure, designated campus holidays will be excluded. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the right to appeal a 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. By mutual agreement, the parties may extend in writing any and all time limits.

C. Adjustment of Grievances. An effort shall first be made to adjust an alleged grievance informally between the employee (and his/her association representative, if so desired) and the immediate supervisor. Such informal efforts to resolve the grievance shall not alter the time limits for filing or appealing a grievance.

Level 1: If the grievance is not resolved through informal discussion, the grievant shall, within twenty (20) business days following the time at which the aggrieved party could reasonably have been aware of the grievance, commit the grievance to writing. The twenty (20) business day filing deadline may be extended as set forth in Section 10(B). The written grievance must contain the following information: a specific description of the dispute; the facts giving rise to the dispute; a listing of the article and section violated; a statement as to how the article and section were violated, the date(s) of the violation, and the requested remedy. Failure to provide this information shall render the grievance ineligible for processing. The time limits for processing a grievance shall continue to run. The Unit Executive Officer (UEO), or designee from within the department or unit, shall meet with the grievant (and his/her association representative, if so desired) and shall give a written decision of the grievance to the Association and the grievant within fourteen (14) calendar days after receipt of the written grievance.



Level 2: In the event the grievance is not resolved in Level 1, the decision rendered may be appealed to the Dean or Director (or equivalent administrator), provided such appeal is made in writing within fourteen (14) calendar days after receipt of the decision in Level 1. If a grievance has been appealed in Level 2 as described above, the Dean (or Director or equivalent administrator) or designee may meet with the grievant to discuss the grievance, to be held within ten (10) calendar days after receipt of the appeal. Within ten (10) calendar days after the receipt of the appeal or 10 calendar days after the meeting, the Dean (or Director or equivalent administrator) or designee shall issue a decision to the Association and the grievant(s).

Level 3: In the event the grievance is not resolved in Level 2, the decision may be appealed to the Director of Academic Human Resources, or designee, provided such appeal is made in writing within fourteen (14) calendar days after receipt of the decision in Level 2. If a grievance has been appealed to Level 3, as described above, the Director of Academic Human Resources or designee shall set a mutually satisfactory time to hear the grievance within ten (10) calendar days after receipt of the appeal. Within fourteen (14) calendar days after the meeting, the Director of Academic Human Resources or designee shall issue its decision in writing to the parties involved.

#### D. Arbitration Procedure

(1) Request: The Association may submit a grievance to arbitration with the consent of the grievant, provided written notice of intent to arbitrate is delivered to the office of the Director of Academic Human Resources within twenty-one (21) calendar days following receipt of the decision in Level 3 of the grievance procedure.

(2) Selection of Arbitrator: Upon submission of a request for arbitration, the parties may within ten (10) calendar 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 ten (10) calendar days after receipt of the appeal or within ten (10) calendar days after the meeting, the parties shall jointly request the Federal Mediation and Conciliation Services (FCMS) or American Arbitration Association (AAA) to submit a panel of five (5) arbitrators, all of whom are members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the University and the Association shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator. The parties shall promptly notify the arbitrator of his/her selection.

(3) Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator.

(4) Decision: The arbitrator so selected shall confer with the University and Association representatives and hold hearings promptly and shall issue her/his decision not later than thirty (30) days from the date of the close of the hearings or, if written briefs have not been waived, then from the date the final statements and proofs on the issues are submitted to her/him. The

arbitrator's decision shall be in writing and shall set forth her/his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator's authority shall be limited to determining whether the University has violated arbitrable provisions of this contract and to ordering corresponding remedies. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this contract. The decision of the arbitrator shall be submitted to the parties and 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 Association. Any other expenses incurred shall be paid by the party incurring the same.

## **11. PERFORMANCE EVALUATIONS**

A. Bargaining Unit Members will be subject to performance evaluations at least once during the academic year or term of appointment, whichever is greater. Evaluations are normally conducted in accordance with campus guidelines, utilizing procedures and forms that are adopted by each department. These procedures and forms will be explained to the employees.

B. Supervisor(s) are encouraged to informally discuss a Bargaining Unit Member's performance with the Bargaining Unit Member on an ongoing basis throughout the appointment period. The supervising evaluator shall provide a formal evaluation to be signed and dated, and placed in the Bargaining Unit Member's personnel file.

C. Bargaining Unit Members shall have the opportunity to comment in writing upon any written evaluations provided by supervisors. Such comments shall be placed in the Bargaining Unit Member's personnel file maintained by the appointing unit. By signing the written evaluation, the Bargaining Unit Member is not certifying that he/she agrees with the supervisor's evaluation.

D. Employees will be permitted to review their personnel files pursuant to state law (The Illinois Personnel Record Review Act) and the University policy contained in the Campus Administrative Manual.

E. Whenever a Bargaining Unit Member receives an overall "Less Than Satisfactory" evaluation, the Bargaining Unit Member may request to be reevaluated after ninety (90) days utilizing the same criteria that resulted in the "Less Than Satisfactory" rating.

F. To foster opportunities for additional career growth, after two (2) years, an employee may request (three times per year) the academic human resources (AHR) office to help arrange for a visiting academic professional employee to be interviewed for either a non-visiting academic professional position or another visiting academic professional position. The bargaining unit member must identify the open position and apply as directed by the position announcement or hiring unit. AHR will urge that the search committee consider the employee for an interview, provided the employee's job performance has been rated at least "satisfactory" and provided further that the search committee determines that the candidate meets the minimum qualifications as stated in the position announcement. If the unit elects to not hire an individual

who has been interviewed, upon written request from the individual, AHR will seek to gather feedback on behalf of the member as to the basis for the decision.

## **12. NON RENEWAL OF APPOINTMENTS**

The University agrees that under certain circumstances, delineated below, bargaining unit members who are not reappointed may request that Academic Human Resources assist them in being considered for open visiting or non-visiting academic professional positions to which they apply and are minimally qualified. To qualify for this assistance, the bargaining unit member must satisfy all of the following:

- Must be full-time VISITING AP and have at least 30 or more full-time continuous months in a visiting position;
- Must have received at least "above average" ratings in all performance evaluations;
- The decision to non-reappoint the bargaining unit member must not have been related to performance, as documented in writing by the unit making the non-reappointment decision; and
- The bargaining unit member must identify the open position and apply as directed by the position announcement and/or hiring unit. Applicant must meet the minimum qualifications as stated in the position announcement. It is the search committee's responsibility to make the determination as to whether a candidate meets the minimum qualifications.

Upon submission of a written request for assistance and a copy of the individual's resume to Academic Human Resources, Academic Human Resources will contact the individual determined by Academic Human Resources to be the search coordinator for the identified vacancy and communicate that the bargaining unit member is a visiting academic professional in "good standing" whose position is being eliminated. While there is no requirement to interview or hire the candidate, AHR will urge the unit to give every consideration to the individual's application. If the unit wishes to hire the individual, it must do so in accordance with all university policy and procedures, including without limitation applicable OEOA requirements. If the unit elects to not hire an individual who has been interviewed, upon written request from the individual, AHR will seek to gather feedback on behalf of the member as to the basis for the decision.

## **13. JUST CAUSE DISCIPLINE**

During the term of an appointment, the University may impose discipline including, a verbal warning, a written warning, suspension without pay or dismissal for cause. Grounds for discipline include but are not limited to: failure to perform assigned duties, unsatisfactory performance, violation of University policies or law, harassment or abuse of others, misuse of University property, or other misconduct detrimental to the interests of the University.

Any Bargaining Unit Member covered by this Agreement shall have the right to Association representation at any pre-disciplinary meeting, which may result in the applicable discipline. The Association's representative and the Bargaining Unit Member shall normally be given forty-eight (48) hours notice prior to the commencement of any such meeting. The Association shall

notify the University of the appropriate individual to receive the pre-disciplinary meeting notices.

#### **14. LEAVES AND HOLIDAYS**

Bargaining unit employees shall be entitled to holidays, sick leave, vacation and other paid and unpaid leaves, as defined by applicable University policies, which are subject to modification. For additional information related to holidays, sick leave, vacation and other paid and unpaid leaves, employees may refer to the website found at <http://www.ahr.illinois.edu/employees/ler/leaves.html> .

The University will provide to the Association prior notice and an opportunity to bargain concerning any change to the details of University policies applicable to holidays, sick leave, vacation and other paid and unpaid leaves.

#### **15. HEALTH AND SAFETY**

The University is committed to the safety and well being of its students, employees and the public it serves. The University and its employees 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. The Association recognizes the responsibility of the individual employee in this regard and each employee is expected to abide by the safety rules, which may be posted, and to follow safe work practices to ensure his/her safety as well as that of fellow employees, students and the general public. The University shall be responsible for providing the appropriate personal protective equipment necessary for Bargaining Unit Members to perform their job duties. This contract is subject to the University's policies on health and safety enumerated in Section V. B. Environmental Health and Safety of the Campus Administrative Manual, as they exist on the effective date of this Agreement, or as amended, and is incorporated herein by reference.

Bargaining Unit Members shall report any unhealthy or hazardous work condition to his/her supervisor. If necessary, the University shall consult with the appropriate unit of the Division of Environmental Health and Safety to review the situation, determine whether the work environment is hazardous, and if so, attempt to resolve the matter.

Upon written request from the Association, the University shall provide a report of the most recent Division of Environmental Health and Safety inspection for specified University buildings in accordance with the Illinois Freedom of Information Act.

The University is committed to providing notification to its employees regarding various types of emergencies and campus, unit or departmental closings and will endeavor to do so as soon as is practicable. The University has adopted various emergency communication systems that are enumerated in Section V/A-2, Emergency Notification Systems, of the Campus Administrative Manual. To ensure that the campus community receives timely and concise notification of life-threatening emergencies via text and email messages, the University urges all employees to enroll in the UI-Emergency Notification System at <http://www.cites.illinois.edu/illinialert/> . With respect to weather-related closures, the University will urge units to develop plans to

facilitate the earliest possible notification to employees of weather-related staffing directives, including the identification of employees deemed essential to report to work during such situations.

## **16. CONTRACTING OUT**

The University agrees to notify the Association when it is contemplating the contracting out of any bargaining unit position. The Association shall have the right to bargain the impact of the decision to contract out the work of any bargaining unit position.

## **17. COMPENSATION/PAY**

A. The minimum salary level for employees covered by this Agreement shall be no less than the campus minimum salary level for non-represented academic professional employees established by the Provost (or other appropriate administrator for the Urbana campus).

Any increases to the campus minimum would be applied as outlined in section "C." of this article. The minimum salary level will be reduced, based on standard University policies and formula, when necessary to convert pay from a 12 month service basis to an academic year (9 month) or 10-month service basis or for pro-rata reduction for less than full-time equivalency status.

B. Nothing in this Agreement precludes an appointing unit, in its discretion, from establishing a starting salary above the campus minimum, recognizing that pay for bargaining unit employees may vary between units, positions and employees. The established starting salary, as determined by the appointing unit, shall not be grievable.

C. During the term of this collective bargaining agreement, the following compensation/pay provisions shall apply:

During each year of this Agreement and consistent with the University of Illinois at Urbana – Campus General Personnel Salary Program, bargaining unit employees who are employed as of August 15 of the relevant year shall be eligible for a wage increase on their individual appointment renewal date that is subject to the increment set forth in the campus general personnel salary program for non-represented academic professional employees announced by the Provost's Office (or other appropriate administrator for the Urbana campus) in the relevant contract year if a campus general personnel salary program is offered. For those years, individual bargaining unit employees may receive a wage increase that is less than, equivalent to, or greater than, the increment set forth in the campus general personnel program for Academic Professional employees based upon the department's or unit's evaluation of that individual's performance, provided that any increase granted by the department or unit conforms with any guidelines established by the University for that campus general personnel salary program. Because any determination as to any wage increase is at the department's or unit's sole discretion, such determination shall not be grievable. In contract years when the increment set forth in the campus general personnel salary program for non-represented academic professional employees is zero percent (0.0%), appointing units may not implement any pay adjustments.

In no event shall a bargaining unit employee's salary during any year of this Agreement be less than the minimum salary level set forth above, nor shall an employee be eligible or receive more than one wage increase in any given year of this Agreement as set forth in this article.

Nothing herein shall prohibit the Employer from increasing an employee's salary as a result of changes made associated with the Fair Labor Standards Act.

## **18. HOURS**

The Employer will follow the provisions of the Fair Labor Standards Act (FLSA) and is responsible for determining the FLSA status and salary of each position. Employees in this bargaining unit are generally considered salaried professionals and exempt from overtime requirements. However, employees who are salaried, non-exempt shall follow all rules, practices and procedures developed by the Employer, which may be amended from time to time. Such policies, practices and procedures include, but are not limited to the following: computation of overtime, approval of overtime, scheduling, compensation, reporting of hours worked and use of benefit time. Upon request of the Association and consistent with Article 8 – Labor Management Meetings, the parties may discuss compliance with the Fair Labor Standards Act and corresponding rules, practices and procedures.

Pursuant to the State Officials and Employees Ethics Act (SOEEA Act), 5 ILCS 430/1-1 et seq., employees are required to submit time sheets documenting time spent on official State business each day. It shall be the responsibility of University of Illinois Visiting Academic Professional employees to comply with the provisions of the SOEEA Act as prescribed in The University Reporting Policy for The State Officials and Employees Ethics Act. Information submitted pursuant to this policy is to be used to document compliance with the SOEEA Act only, and is not to be used for computation of employees' pay or overtime or any activities associated with grants and contracts reporting. The content of such positive time reporting shall not be utilized by an employee's supervisor for purposes of performance evaluations. Whether or not an employee has complied with the obligation to timely report his or her time, however, can be considered in the evaluation of his or her performance.

## **19. INSURANCE/BENEFITS**

Employees covered by this agreement will be eligible for group insurance options and benefits provided to University employees through the State's Department of Central Management Services in accordance with the terms of those plans. These plans and benefits are subject to modification from time to time. Employees will also be eligible, in accordance with applicable policies, for optional benefits that are supplemental to the State of Illinois benefits, which are approved by the Board of Trustees and managed by the University. Any improvement to the benefits provided under the control of the University will be made available to employees covered by this agreement on the same date that such improvements are made applicable to all other employees of the University. Employees will continue to be eligible to participate in standard University tax-deferred retirement programs.

## **20. EXPENSES**

### **A. Travel**

Employees required to travel in relation to their duties, will be reimbursed by the University for such travel. The University's Business and Financial Policies and Procedures provide guidelines for these reimbursements.

### **B. Liability Coverage**

Employees are eligible for liability coverage in accordance with the terms of the University's self-insurance liability plan.

### **C. Office, Classroom and Laboratory Materials and Equipment**

The University will pay for office, classroom or laboratory materials and for equipment or supplies specifically required by the University for the fulfillment of work-related duties. Employees are not expected to pay for equipment that is accidentally broken or damaged in the execution of approved or authorized work-related duties.

### **D. Professional Development**

Pre-approved professional development and/or training expenses shall be reimbursed in accordance with the University's Business and Financial Policies and Procedures. Units have the discretion to provide funds for professional development, licensure and other expenses related to the employee's visiting position.

## **21. PARKING**

Parking for bargaining unit employees who elect to purchase parking passes for daytime parking will be required to pay the same parking rates, as amended from time to time, that are offered to other University employees pursuant to the University's general parking fee rate structure.

Throughout the terms of this agreement, the amount an employee pays for parking will be calculated on a monthly basis (based on their monthly base wage). All part-time employees who elect to purchase parking passes will continue to be charged the corresponding full-time rate. The University will offer motorcycle parking, parking on shuttle lots (if applicable), and night-time parking to bargaining unit employees under the same terms as it is offered to other University employees.

## **22. CREDIT FOR VISITING SERVICE**

Under certain circumstances and in accordance with University of Illinois *Statutes*, Article IX, Section 11, for the purposes of calculating notice rights due to non-visiting employees, credit for employment in visiting positions may be provided. Specifically, for purposes of calculating notice rights, employees shall receive credit for visiting positions when they are converted to a non-visiting position in the same unit pursuant to the employee meeting all of the following requirements:

- the employee was continuously employed for 36 months, with no breaks in service, in a visiting position that was converted to the non-visiting position in the same unit presently held by the employee;
- the employee has subsequently held the same converted non-visiting position for at least 12 months;
- the applicable notice rights are dictated by the converted non-visiting position presently held by the employee, including factors such as source of funding and full-time positions; and
- credit for prior visiting employment is limited to the 24 months of continuous service in the visiting position that was converted to the non-visiting position from which the employee is receiving a notice of non-reappointment.

### **23. CONTINUITY OF OPERATIONS**

There shall be no strike during the terms of this Agreement. Neither the Association, through its officials, nor any employee covered by this Agreement shall cause, instigate, participate in, support, encourage or condone any strike, slowdown, sympathy strike or any other concerted action against or any concerted interference with the responsibilities of bargaining unit members, including but not limited to the failure to report for duty, the unexcused absence from work, the stoppage of work, or the failure, in whole or in part, to fully, faithfully and properly perform the duties of employment. Any or all employees who violate the provisions of this Article shall be subject to termination at the sole discretion of the University.

### **24. EFFECT OF AGREEMENT/SCOPE OF THE AGREEMENT**

A. The parties agree that this Agreement constitutes the entire agreement between the parties concerning any subject covered herein; however, the parties may at any time amend this Agreement in writing by mutual consent, as noted below. The University and the Association 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. Therefore, the University and Association, for the life of this Agreement, each voluntarily waives the right, and agrees that the other shall not be obligated to bargain collectively with respect to any subject referred to or covered in this Agreement.

B. This Agreement represents the entire agreement between the University and the Association. 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 Association.

C. No past practice, course of conduct, or understanding prior to the date of ratification which varies, waives, or modifies any of the express terms or conditions contained herein shall be binding upon the parties hereto unless made and executed in writing by the University and the Association.



D. If any provision of this Agreement or any application of this Agreement to any Bargaining Unit Member or Employee or group of Bargaining Unit Members or Employees is held to be contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law; but all other provisions or applications shall be continued in full force and effect. In the event any provision herein contained is so rendered invalid, upon written request by either party, the University and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

## **25. DURATION**

### Section 1. Period Covered

This agreement shall be effective upon full execution of this Agreement, and remain in full force and effect through 12:00 a.m., midnight, August 15, 2020. This agreement shall automatically be renewed thereafter from year to year unless either party notifies the other in writing at least one hundred and twenty (120) calendar days prior to its expiration of a desire to modify or terminate it, in which event negotiations will be undertaken without undue delay.

### Section 2. Status During Negotiations

Once the notice called for in Section 1 above has been given, this agreement shall remain in full force and effect indefinitely throughout the negotiations until a new agreement has been entered into; provided, however, that either party may after the expiration of this agreement terminate the same by giving at least ten (10) calendar days written notice of its intention to so terminate. The proceeding sentence does not entitle employees to any pay adjustments after the expiration date of the contract on August 15, 2020, unless and until such adjustments have been agreed upon and ratified by the parties.

### Section 3. Commencement of Negotiations

The party giving notice of a desire to modify the agreement as provided for in Section 1 above shall commence negotiations by submitting a detailed list of the modifications desired. The party receiving said notice may propose additional changes to the agreement.

(signature pages follows)

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands on this 23rd day of August, 2016.

**VISITING ACADEMIC PROFESSIONALS/  
AAP-NEA-IEA**

[Signature] 23 July 2016 By: \_\_\_\_\_  
President, AAP (Date)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

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

[Signature] 8/23/16  
Walter K. Knorr (Date)  
Comptroller

Approved:

[Signature] 7/27/16  
Jami M. Painter (Date)  
Interim Associate Vice President for Human Resources

[Signature] 8/1/16  
Thomas H. Riley, Jr. (Date)  
Executive Director for Labor and Employee Relations

[Signature] 8/18/16  
Elyne G. Cole (Date)  
Associate Provost for Human Resources

[Signature] 7/27/16  
Robb B. Craddock (Date)  
Chief Negotiator

Approved as to legal form:

[Signature] 7/26/16  
Craig J. Hofer (Date)  
Office of University Counsel

Appendix A  
Administration of the "Credit For Visiting Service" provision in the 2009 - 2011 VAP and the 2011 - 2015 Collective Bargaining Agreement

Scenario Number	Full-Time Visiting Academic Professional Position (that was continuously held for 36 months with no breaks in service) and Unit	Date the Full-Time Visiting Academic Professional Position was converted to the Non-Visiting Academic Professional Position	Converted Full-Time Non-Visiting AP Position (that was continuously held for at least 12 months) and Unit	Outcome	Subsequent Full-Time AP Position and Unit	Outcome
1	Visiting Research Programmer - National Center for Supercomputing Applications (NCSA) (That meets all of the requirements outlined in the Collective Bargaining Agreement)	On or before August 15, 2009	Any Academic Professional Position in Any Unit	Will not receive credit for 24 months of visiting service		
2	Visiting Research Programmer - NCSA (That meets all of the requirements outlined in the Collective Bargaining Agreement)	On or after August 16, 2009	Program Coordinator - NCSA	Will not receive credit for 24 months of visiting service		
3	Visiting Research Programmer - NCSA (That meets all of the requirements outlined in the Collective Bargaining Agreement)	On or after August 16, 2009	Program Coordinator - Physics	Will not receive credit for 24 months of visiting service		
4	Visiting Research Programmer - NCSA (That meets all of the requirements outlined in the Collective Bargaining Agreement)	On or after August 16, 2009	Program Coordinator - NCSA	Will not receive credit for 24 months of visiting service	Research Programmer - NCSA	Will not receive credit for 24 months of visiting service
5	Visiting Research Programmer - NCSA (That meets all of the requirements outlined in the Collective Bargaining Agreement)	On or after August 16, 2009	Research Programmer - Physics	Will not receive credit for 24 months of visiting service		
6	Visiting Research Programmer - NCSA (That meets all of the requirements outlined in the Collective Bargaining Agreement)	On or after August 16, 2009	Research Programmer - NCSA (That meets all of the requirements outlined in the Collective Bargaining Agreement and is identical to the VAP position that was converted)	Will receive credit for 24 months of visiting service		
7	Visiting Research Programmer - NCSA (That meets all of the requirements outlined in the Collective Bargaining Agreement)	On or after August 16, 2009	Research Programmer - NCSA (That meets all of the requirements outlined in the Collective Bargaining Agreement and is identical to the VAP position that was converted)	Will receive credit for 24 months of visiting service	Senior Research Programmer - NCSA (That meets all of the requirements, if any, outlined in the Collective Bargaining Agreement)	Will receive credit for 24 months of visiting service
8	Visiting Research Programmer - NCSA (That meets all of the requirements outlined in the Collective Bargaining Agreement)	On or after August 16, 2009	Research Programmer - NCSA (That meets all of the requirements outlined in the Collective Bargaining Agreement and is identical to the VAP position that was converted)	Will receive credit for 24 months of visiting service	Senior Research Programmer - Physics (That meets all of the requirements, if any, outlined in the Collective Bargaining Agreement)	Will receive credit for 24 months of visiting service

Note: Once the Visiting Academic Professional becomes a permanent Academic Professional, the permanent Academic Professional position is subject to all policies related to calculation of notice rights in regard to any break in full-time, continuing Academic Professional service.