

AGREEMENT

by and between

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

and

UNI FACULTY ORGANIZATION/IEA/NEA

UNI HIGH TEACHING ASSOCIATES

Effective August 16, 2018 through August 15, 2023

Agreement

by and between

The Board of Trustees
of the University of Illinois

and

Uni Faculty Organization/IEA/NEA

University of Illinois Laboratory High School Teaching Associates

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 Uni Faculty Organization/IEA/NEA (hereafter referred to as "Organization") representing Teaching Associates employed by the University of Illinois Laboratory High School 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 between the University and Organization, 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 resolution of grievances relating to the express terms of this Agreement.

**ARTICLE II
RECOGNITION**

Pursuant to the Order of Certification issued by the Illinois Educational Labor Relations Board on May 28, 2014, in case number 2013-RC-0008-S, the University recognizes the Uni Faculty Organization/IEA/NEA 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 and regularly employed part-time teaching associates at the University of Illinois Laboratory High School.

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

**ARTICLE III
MANAGEMENT RIGHTS**

Section 1. University Rights

Except as specifically abridged by this Agreement, all powers, rights, and authority of the University are reserved by the University, and the University retains sole and exclusive control over any and all matters in the operation, management, and administration of the University; the control of its properties and the maintenance of order and efficiency of the workforce; and complete authority to exercise those rights and powers by making and implementing decisions with respect to those rights and powers. In order to operate its business and except as expressly and specifically limited or restricted by a provision of this Agreement, the University reserves and retains in full, exclusively and completely, any and all management rights, prerogatives, and privileges previously vested in or exercised by the University, and the unqualified right to place any or all of such rights into effect. Such rights and powers include, but are not limited to, the exclusive right and power:

1. to determine the mission of the University, its organizational structure, and the methods and means necessary to fulfill that mission;
2. to adopt and amend budgets and make budgetary allocations or reallocations affecting the University as a whole or any of its departments or units;
3. to establish qualifications, appoint, and determine the appointment fractions and duration of employment upon appointment for all bargaining unit members, including whether bargaining unit members shall 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 and to relieve bargaining unit members from duty due to lack of work or funds;
5. 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;
6. to establish, modify, combine or eliminate positions;
7. to determine the number, location or relocation or facilities, buildings, rooms, and ancillary facilities such as parking lots, including the policies governing the use of such buildings, rooms or facilities;
8. to discipline, suspend, dismiss, non-renew and reappoint bargaining unit members;
9. to supervise, train, and evaluate bargaining unit members;
10. 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;
11. to establish quality and performance standards rules for bargaining unit members;
12. 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
13. to perform all other functions inherent in the administration, management, and control of the University.

Section 2. Academic Judgment

The University and the Organization agree that academic freedom is one of the values essential to higher education. It is further agreed, except as abridged by the specific terms of this Agreement, that the University and management through the campus departments, retains the sole and exclusive control to make all academic judgments in accord with the University of Illinois *Statutes*

and related policies, as amended, concerning: (a) courses, curriculum, and instruction, including content, methods, and instructional material; (b) the nature and the form of assignments required, including examinations and other work; (c) research, research compliance and academic integrity, and other scholarly, scientific, and service-related activities; (d) class size; and (e) grading policies and practices.

Section 3. Non-waiver

Any rights granted to or acquired by the employees or the Organization 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 University to exercise any power, function, authority or right reserved or retained by it, or the exercise of any power, function, authority or right in a particular manner shall not be deemed a waiver of the right of the University to exercise such power, function, authority, or right, or to preclude the University from exercising the same in some other manner, so long as it does not conflict with an express provision of this Agreement.

ARTICLE IV ORGANIZATION MEMBERSHIP AND ORGANIZATION ACTIVITY

Section 1. Nondiscrimination

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

The Organization will advise the University in writing of all representative and alternates who have been designated by the Organization.

Section 2. Meeting Place

The Organization 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 Organization business on University property at reasonable times, provided these meetings shall not interfere with or interrupt the normal University operations.

Section 3. Use of Campus Mail and Email

The Organization 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.

Section 4. Use of University Bulletin Boards and Computers

The Organization shall have a bulletin board in the employee lounge. Ordinary Organization or association business may be posted on the bulletin board for the purpose of communicating with Organization members. Such material shall not be political, partisan, or defamatory in nature.

Section 5. Request for Information

The Organization agrees that any requests of information shall be in good faith. The University shall make available to the Organization, in response to reasonable requests and in a timely fashion, information necessary for representational interests, negotiations, and processing of grievances, as required by law. Such information shall be readily available and not unduly burdensome.

ARTICLE V NON-DISCRIMINATION

In the application of this Agreement, there shall be no discrimination by the Organization or University against any member of the bargaining unit because of race, creed, color, sex, religion, national origin, citizenship, order of protection status, ancestry, pregnancy, marital status, civil union status, age, disability, genetic information, status as a protected veteran, sexual orientation, gender identity, arrest record, military status, membership or non-membership in or activity on behalf of or in opposition to the Organization.

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. Bargaining unit members shall report any unhealthy or hazardous work conditions. 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, to the extent practicable. The findings of the Division of Environmental Health and Safety will be reported to both parties.

As determined necessary by the University, the University shall provide training to teachers to administer emergency medication when there are students enrolled who have life-threatening allergies or other identified serious medical conditions.

ARTICLE VII WAGES

Section 1. Wages

Effective August 16, 2018 and in each subsequent contract year, bargaining unit members shall be eligible to participate in any 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.

Effective August 16, 2019, the minimum salary for nine (9) month full time non-visiting bargaining unit employees' positions will be \$43,000, contingent on recurring State appropriations.

The Union reserves the right to request to reopen the contract for the purposes of discussing wages only during the third (3rd) year of the contract (Academic Year 2020-21). To request such a wage reopener, the Union must notify the Labor and Employee Relations section of Illinois Human Resources in writing of its intent to reopen the contract within thirty (30) calendar days of being advised by the University of the campus-wide general salary program announced by the Chancellor and the Provost as part of the campus wage program for that year or September 30th, whichever is earliest.

Bargaining unit members employed by Uni High as of the date that this Agreement is fully executed are eligible to receive a one-time adjustment to their base wage rate to account for compression issues. The extent to which any compression adjustments will be made and the amounts of any such adjustments shall be determined solely by the University and shall not be subject to the grievance procedures contained within this Agreement.

Section 2. Endowed Funds

The parties recognize that endowed funds are administrated via the terms of the gift agreement and shall not be considered part of the negotiated compensation package. The parties further agree that the use of endowed funds is not subject to collective bargaining.

Section 3. Stipends

Uni High Administration may create, continue or discontinue stipends at its discretion. Existing stipends shall continue to be paid at current levels, unless the Employer notifies the Organization of proposed modifications at least thirty (30) days prior to implementation. At the request of the Organization, the Employer shall meet and discuss the reasons for its decision.

Bargaining unit members who substitute for another teaching associate at Uni High shall be paid an additional twenty dollars (\$20.00) for each class that is taught as a collegial substitute.

ARTICLE VIII BENEFITS AND LEAVES

Section 1. Benefits

Teachers are eligible for group health insurance options as provided through the State of Illinois Department of Central Management Services under the Group Insurance Act of 1971 (5 ILCS 375). The Employer may modify these benefits from time to time. Teachers are eligible to participate in the State University Retirement System pursuant to the Illinois Pension Code (40 ILCS 5) as allowable by law and as may be amended or superseded. Teachers are eligible to participate in additional benefit programs offered by or through the University in accordance with its provisions, which are subject to change from time-to-time.

Section 2. Leaves

Teachers at Uni High shall be eligible to participate in leaves as provided by the University such as, but not limited to, Sick Leave, Family Medical Leave Act of 1993 (FMLA) Jury Service, Parental Leave and Holidays, including two (2) floating holidays per fiscal year. The parties agree that nothing in this Section is intended to limit the University's ability to amend and/or change leave benefits from time-to-time.

Section 3. Professional Development

Teachers may apply to the school Administration for funding for professional development activities. For the term of this agreement, teachers shall maintain eligibility for Scholar's Travel funds.

ARTICLE IX APPOINTMENT AND REAPPOINTMENT

Decisions of the University relating to appointment, reappointment and promotion shall be made consistent with the University of Illinois *Statutes*, The General Rules Concerning University Organization and University of Illinois at Urbana-Champaign campus policies, as may be amended from time to time. Bargaining unit member or Organization disputes relating to appointment, reappointment and promotion shall be handled under the University of Illinois *Statutes*, The General Rules Concerning University Organization and University of Illinois at Urbana-Champaign campus policies and shall not be subject to the Grievance and Arbitration Article of this Agreement.

Section 2. Visiting Appointments

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.

Section 3. Appointment of New or Unassigned Coursework

Except in cases of emergency, the Director of Uni High or the Director's designee shall distribute a general description of any new and unassigned courses to the faculty at least ten (10) business days prior to said course assignment. While the Director may consider those teaching associates who express an interest in teaching the course after receiving the description, the Director is not required to assign the course to those who expressed an interest but rather may assign the course as they deem appropriate.

**ARTICLE X
HOURS OF WORK AND COMMITMENT**

Section 1. Appointment and School Calendar

Bargaining unit members covered herein are expected to maintain work hours and commitment to the University required by the terms of their appointments. The school calendar shall involve no more than 185 work days. Disputes under this section, excluding the 185 work day school calendar, are not grievable.

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

Section 2. Scheduling Considerations

Prior to the class schedule being finalized, Executive Teachers may provide input to the Administration related to the schedule and the distribution of students among academic discipline.

Section 3. Lab Mission

In addition to their formal teaching load, teachers at University High contribute to the laboratory mission of the school approved by the Employer. The Employer's approval and evaluation processes for the laboratory mission will be developed with input from the Organization.

**ARTICLE XI
WORKING CONDITIONS**

Section 1. Classroom Availability

The University shall strive to have rooms ready for use five (5) calendar days before the first day of class at the beginning of the academic year. When notified of an insufficiency, the Administration shall strive to ameliorate the situation.

Section 2. Disruptions to Workspace Usage

Teachers whose workplaces face disruptions shall be given appropriate notice. Teachers shall be compensated at a rate of \$20 per hour, for a maximum of three (3) hours per event, for the time spent outside of the 185 calendar period responding appropriately to accommodate those disruptions. Such compensated time shall be at the sole direction and approval of the Employer.

Section 3. Technology Access

Technology has become a critical tool for teaching, communicating with peers, researching and documenting. Subject to available resources, the Employer shall strive to provide appropriate and equitable technology and training to teachers. Because each teaching situation is somewhat unique, teachers may provide the Employer with input regarding technology appropriate for their disciplines. Damage to or loss of school equipment shall be handled on a case-by-case basis.

Section 4. Physical Facilities

Upon request, issues regarding physical facilities, including desks and cabinets, may be discussed at a labor management meeting.

ARTICLE XII DISCIPLINE AND DISMISSAL

The University may discipline, suspend, or dismiss a bargaining unit member prior to the end of their appointment term for just cause. In the event that the University dismisses a bargaining unit member prior to the end of their appointment term, such bargaining unit member shall only be entitled to compensation, on a pro-rata basis, for services performed prior to the dismissal. Such bargaining unit member may utilize the Grievance and Arbitration procedure set forth in Article XVI of this Agreement to appeal the disciplinary action. In no instance, however, even if the arbitrator determines that there was a lack of just cause for the discipline or dismissal, shall the arbitrator possess the authority to award a bargaining unit member any remedy (e.g., compensation, re-appointment, etc.) for time beyond the terminal date of the appointment during which they were disciplined or dismissed. A failure to reappoint a bargaining unit member upon the expiration of the term of their appointment is not discipline or a dismissal under this Article and shall not be subject to the Grievance and Arbitration Article of this Agreement (see Article XVI).

Any teacher covered by this Agreement shall have the right to UFO/IEA representation at any pre-disciplinary or disciplinary meeting. The representative and the teacher shall normally be given seventy-two (72) hours' notice of any disciplinary meeting prior to the commencement of said meeting.

**ARTICLE XIII
ACADEMIC FREEDOM**

Recognizing the essential value of academic freedom to the work of Uni High Teaching Associates, the Parties agree that bargaining unit members shall be entitled to the protection of academic freedom as set forth in the University of Illinois *Statutes*. , Article X, Section 2 (d), as may be amended from time to time, and not the Grievance and Arbitration Article of this Agreement. Individual bargaining unit members who believe that they do not enjoy the academic freedom, which it is the policy of the University to maintain and encourage, shall be entitled to a hearing on written request before the Committee on Academic Freedom and Tenure of the appropriate campus senate. Such hearing shall be conducted in accordance with the established rules of procedure. The committee shall make findings of facts and recommendations to the president and, at its discretion, may make an appropriate report to the senate. The several committees may from time to time establish their own rules of procedure.

**ARTICLE XIV
ACCESS TO PERSONNEL FILE**

Section 1. Personnel File

The University shall maintain the official personnel file for each bargaining unit member in the Academic Human Resources office. A departmental personnel file may also be maintained for administrative purposes. Teaching Associates 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.*).

Section 2. Employee Signature

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.

Section 3. Access to File

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 bargaining unit member in writing, an Organization representative may also review the file as provided by law.

Section 4. Employee Rebuttal

No evaluative or disciplinary material shall be placed in the file without the teacher having knowledge of the material and a chance to respond.

Section 5. Reproduction

Upon request by a bargaining unit member, the University shall reproduce materials in the bargaining unit member's personnel file in accordance with the Personnel Record Review Act.

Section 6. Release of Information

The University shall comply with the Personnel Records Review Act when releasing information from a bargaining unit member's personnel file to a third party.

ARTICLE XV LABOR MANAGEMENT MEETINGS

Timely communication between the Employer and the Organization is of mutual benefit to both parties. Representatives of the Organization shall meet with the Director of Uni High and a Labor and Employee Relations representative two times during each academic semester, at the request of the Organization. A mutually agreeable place and time shall be established for these meetings. Organization members engaged in active grievances shall not attend these meetings.

The party calling the meeting shall prepare an agenda 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.

This Agreement shall not be construed to prevent the Board of Trustees or any University administrator from meeting with any bargaining unit members, constituency group, or employee organization to hear their views on any matter.

ARTICLE XVI GRIEVANCE AND ARBITRATION

Section 1. Grievance Definition

A grievance is a complaint alleging that the University breached a specific term 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.

Section 2. Notification of Organization Officials

The Organization shall furnish the University with a full list of elected officials and elected officers, including grievance officer, as soon as they become available, but not later than

September 15. The Organization shall also inform the University in writing of any changes to the list of elected officials and elected officers, including the grievance officer, as changes take place.

Section 3. Basic Principles

1. Every bargaining unit member covered by this Agreement, with or without Organization representation, may pursue a grievance. Meetings, conferences and hearings under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons, including witnesses, to attend.
2. The parties recognize that day-to-day problems may be discussed between bargaining unit members and supervisors. Such informal discussions are encouraged, but shall have no effect upon the time limits set forth in this Agreement. The various time limits set forth in this Article may be extended only by the mutual written agreement of the University and the Organization.
3. A bargaining unit member who participates in the grievance procedure in good faith shall not be subject to discipline or reprisal because of such representation. All records of grievances shall be kept separate from the official personnel file maintained by the Academic Human Resources Office.

Section 4. Process

1. 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 20 business days following the date when the organization or employee discovers the event) shall constitute a waiver of the grievance. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. If the University fails to respond to a grievance within the applicable time limit, the grievant may appeal the grievance to the next level if such advancement of the grievance is appealed within twenty (20) business days following the deadline for the University's response.

2. Adjustment of Grievances

LEVEL 1. If the grievance is not resolved through informal discussion, 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 Director of Uni High 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 Director, or designee, may meet with the grievant (and their Organization representative, if so desired) and shall issue a written decision on the grievance to the grievant within twenty (20) business days after receipt of the written grievance or within twenty (20) 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 Provost's Liaison to Uni High or designee, 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 Provost's Liaison or designee may meet to discuss the grievance with the grievant, who may be accompanied by Organization representation, and a Labor and Employee Relations representative. Within twenty (20) business days after receipt of the appeal or within twenty (20) business days after the meeting, whichever is later, the Provost's Liaison or designee shall issue a decision to the Organization and the grievant(s).

LEVEL 3. In the event that the grievance is not resolved at Level 2, the decision may be appealed to the Senior Associate Chancellor for Human Resources or designee, 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 Senior Associate Chancellor for Human Resources or designee may meet to hear the grievance from the grievant, who may be accompanied by Organization representation, and a Labor and Employee Relations representative. Within twenty (20) business days after receipt of the appeal or within twenty (20) business days after the meeting, whichever is later, the Senior Associate Chancellor for Human Resources or designee shall issue a decision in writing to the parties involved.

3. Arbitration Procedure

a. Request - The Organization may submit a grievance to arbitration, provided that written notice of the Organization's intent to arbitrate is delivered to the Office of Labor Relations within ten (10) business days following receipt of the Level 3 decision.

b. Selection of Arbitrator - Upon submission of a request for arbitration, the parties may attempt to agree upon an arbitrator within twenty (20) business days after the request to arbitrate. In the event that the parties are unable to agree upon the arbitrator within this twenty (20) 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 Organization shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first three names; the other party shall then strike three names. The person remaining shall be the arbitrator. The parties shall promptly notify the arbitrator of their selection.

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

d. Decision - The arbitrator so selected shall confer with the University and Organization representatives and hold hearings promptly. The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator's authority shall be limited to determining whether the University has violated

arbitrable provisions of this contract 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 nor shall the arbitrator have the authority to review any academic judgment. To the extent that the University's action is based upon academic judgment, the arbitrator shall have no authority or jurisdiction to substitute their judgment for that of the University and its agents. The decision of the arbitrator shall be submitted to the parties and, if it is rendered in accordance with the provisions of this section, shall be final and binding on the parties.

e. 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 Organization. Any other expenses incurred shall be paid by the party incurring the same.

ARTICLE XVII UNAUTHORIZED WORK STOPPAGE

This Agreement contains a grievance resolution procedure which provides for final and binding arbitration of disputes concerning the interpretation of this Agreement. Therefore, during the term of this Agreement, there shall be no strikes, work stoppages, slowdowns or sympathy strikes. No officer or representative of the Organization shall authorize, institute, instigate, aid or condone any such activities by members of the bargaining unit. The Organization further agrees that it will take reasonable means which are in its power to induce employees engaged in a strike or work stoppage in violation of the terms of this Agreement to return to work. Bargaining unit members who violate this article may be subject to disciplinary action under the terms of this Agreement. In consideration of this "no strike pledge," no lockout of employees shall be instituted by the Employer during the term of this Agreement; provided, however, that this Article shall not be construed as requiring the University to stay in continuous operation.

ARTICLE XVIII DUES DEDUCTIONS

Section 1. Dues Deductions

Upon the receipt of a written and signed authorization card of an employee, the University shall deduct the amount of Organization dues set forth in such card and any authorized increase therein, and shall remit such deductions to the Organization at the address designated by the Organization in accordance with the laws of the State of Illinois. The Organization shall advise the University of any dues increase, in writing, at least thirty (30) days prior to its effective date. Nothing contained herein shall require the University 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 University in that period. The University 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 Organization other than regularly occurring union dues.

Section 2. Remittal of Withholdings

The University shall take such steps as may be required to accomplish any wage withholdings authorized or required by Sections 1 hereof and shall perform such actions as are necessary to cause said withholdings to be remitted to the collective bargaining agent within thirty (30) calendar days after the date of withholding, provided that nothing contained in this Article shall require the University to make any withholdings unless and until the Organization has notified the University of the address to which the amount so withheld should be sent and has certified the amount of dues or assessments to be withheld, both within sufficient time to permit the University to carry out its obligations to so withhold. The amount withheld shall not change until the Organization notifies the University that a different dues amounts should be collected.

**ARTICLE XIX
SAVINGS CLAUSE**

If any provision(s) of this Agreement contained herein be determined to be illegal or invalid by a court or agency of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by a court or agency pending a final determination as to its validity, such part(s) or provision(s) shall not invalidate the remaining portions hereof and they shall be continued in full force and effect. In the event that any provision herein contained is so rendered invalid, illegal or restrained, upon written request by either party, the University and the Organization shall enter into collective bargaining for the purpose of negotiating a replacement for such provision.

**ARTICLE XX
ENTIRE AGREEMENT**

Section 1. Entire Agreement

The parties agree that 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. The University and the Organization 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 Organization, for the life of this Agreement, each voluntarily waives and agrees that the other shall not be obligated to bargain collectively with respect to any and all mandatory and permissive subjects of bargaining, policies, or practices not covered in this Agreement during its term. However, as the exception to this waiver, the

University agrees to bargain collectively over the impact of any decision to increase the course load of bargaining unit members upon the written request of the Organization.

Section 2. Supplemental Agreements

Any agreement(s) that supplement this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the University and the Organization.

**ARTICLE XXI
DURATION**

This Agreement shall become effective upon execution by both parties and shall remain in full force and effect through August 15, 2023. This Agreement shall automatically be renewed thereafter from year to year unless either Party notifies the other in writing at least one hundred and eighty (180) 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 9th day of November, 2018.

UNI FACULTY ORGANIZATION

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

Phillip Ernstmeyer 10/31/18
Phillip Ernstmeyer

BY: Avijit Ghosh 11/9/18
Avijit Ghosh Date
Chief Financial Officer and Comptroller

Melissa Schoepfle 10/31/18
Melissa Schoepfle

APPROVED:
Jami Painter 11/6/18
Jami Painter Date
Associate Vice President for Human Resources

Thomas H. Riley, Jr. 11/2/18
Thomas H. Riley, Jr. Date
Executive Director for Labor and Employee Relations

Elyne G. Cole 10/31/2018
Elyne G. Cole Date
Senior Associate Chancellor for Human Resources

Heather L. Horn 10/31/2018
Heather L. Horn Date
Chief Negotiator

APPROVED AS TO LEGAL FORM:

Craig Hofer 11/2/18
Craig Hofer Date
Office of University Counsel

MEMORANDUM OF UNDERSTANDING
Joint Committee on Promotional Opportunities

The Parties agree to form a joint committee to review and propose guidelines relating to the development and implementation of a plan or structure for providing promotional opportunities to the Teaching Associates at Uni High. This committee will be comprised of an equal number of Organization and University representatives, not to exceed ten (10) total representatives. Beginning Spring 2019, the committee shall meet at least twice each semester and strive to meet three times per semester throughout the duration of the Parties' current collective bargaining agreement or upon time of implementation. The joint committee shall strive to submit a recommended promotional implementation plan to the University by the conclusion of the 2020 academic semester. Any continuation of the committee beyond the expiration of that bargaining agreement shall require the written consent of both Parties.

Any recommendations or guidelines proposed by the committee will be considered by, but will not be binding upon, the University and will not alter any of the terms of the Parties' bargaining agreement in the absence of a written modification to the agreement that is signed by authorized representatives of both Parties.

FOR THE ORGANIZATION:

FOR THE EMPLOYER:

PERSTMELTZ 10/31/18
Mark Schopli 10/31/18
(Name) (date)

H. H. H. 10/31/2018
(Name) (date)