

**AGREEMENT**

**by and between**

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

**and**

**THE GRADUATE EMPLOYEES' ORGANIZATION  
GEO  
Local 6297**

**IFT-AFT, AFL-CIO**

**Effective August 16, 2022 through August 15, 2025**

Agreement

by and between

The Board of Trustees  
of the University of Illinois

and

The Graduate Employees' Organization  
GEO  
Local 6297  
IFT-AFT, AFL-CIO

This Agreement is made and entered into by and between the Board of Trustees of the University of Illinois, a corporate and body politic (hereinafter referred to as the "University"), and the Graduate Employees' Organization (hereinafter referred to as the "Union"), representing certain graduate employees of the University at the University of Illinois at Chicago ("UIC") as identified in Article II hereof.

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MEMORANDUM OF UNDERSTANDING		

## **I. Purpose**

A. This Agreement has as its purpose and intent the promotion of sound and mutually beneficial relations between the University and the Union.

B. This Agreement is intended to establish the wages, hours and terms and conditions of employment and the procedure for equitable resolution of differences. To this end, both parties mutually enter into this Agreement and commit to the upholding of the cooperative relationships between the University and the Union that this Agreement represents.

## **II. Recognition**

A. The University hereby recognizes the Graduate Employees' Organization Local 6297 IFT-AFT, AFL-CIO as the exclusive representative for wages, hours and working conditions for all employees within the bargaining unit as certified on September 2, 2021, in Case No. 2021-RS-0015-C, as follows:

Included: All employees holding graduate assistantship appointments the total of which is at least .25 full time equivalency and no greater than .67 full time equivalency or who otherwise are granted a tuition waiver and who perform the duties of a Teaching Assistant or Graduate Assistant for the University at UIC.

Excluded: All employees holding graduate assistantship appointments of less than .25 full time equivalency or greater than .67 full time equivalency or who perform the duties of a Research Assistant but do not perform the duties of a Teaching Assistant or Graduate Assistant for the Employer; supervisors, managers and confidential employees as defined by the Act; and all other employees.

B. Teaching assistant duties include, but are not limited to, duties primarily in support of instruction and educational services such as: leading discussion sections; leading class discussions; holding lectures; the design of course materials; exam preparation; proctoring and grading assignments or exams; holding office hours; note-taking; meeting special needs of students with disabilities; and/or any other educational activity or service provided.

C. Graduate assistant duties include, but are not limited to, duties primarily in support of administrative functions, such as: clerical support (copying course materials, general office work/clerical/receptionist, correspondence, and supervising reading room); technical/support services; webmaster/assisting faculty with web pages, network administration/end user support, equipment management, monitoring instructional and service labs (computer, video, etc.); translation; routine support for publications (record keeping, writing copy for university or department newsletters or non-research publications, correspondence, etc.); advising/providing curricular and academic advice to students, providing support to advisors; and outreach duties (recruiting students,

publicizing programs and activities to campus and public constituencies, and working with/assisting with event management).

D. The duties set forth above are not intended to establish exclusive duties for assistants assigned these titles but are established to denote principal functions. Additionally, any dispute arising as to whether an assistant's position is appropriately included in or excluded from the bargaining unit may be raised through the grievance procedure in this Agreement, except only to the third level and not to arbitration. If the Union is not satisfied with the resolution at the third level, the Union may pursue remedies under the Illinois Educational Labor Relations Act.

E. The University agrees not to negotiate with any other labor organization, its agent, any employee organization, or campus organization over wages, hours and terms and conditions of employment for the employees within the bargaining unit. This Agreement shall not be construed to prevent the University or any administrator or faculty or staff member from meeting with any University organization or group, including student organizations, to hear their views on any matters.

### **III. Appointment Terms**

#### **A. Eligibility for Assistant Appointments**

To be eligible for an assistant appointment, a TA or GA must be enrolled as a student and in good academic standing in a graduate program at UIC and meet other applicable requirements. For summer assistantships, assistants are not required to be registered during the summer if they were registered for the immediately preceding semester or are registered for the fall semester. If an individual who has accepted a TA or GA appointment fails to enroll, withdraws or otherwise fails to maintain academic eligibility in a graduate program, the University may, at its sole discretion and not subject to appeal under the Grievance Procedure, cancel the assistantship appointment. Only degree-seeking students may be eligible for an assistantship. Assistants who are determined to be ineligible for an assistantship appointment after the start date of their appointment shall be paid in full for all work performed on a pro-rata basis unless such ineligibility is based on an international student's legal visa status barring employment.

#### **B. Required Documentation**

All appointments are contingent upon the applicant's compliance with documentation requirements for employment. Currently these requirements include (for applicants who have never held an assistantship or other appointment at the University or have not held an appointment in the last 90 days) completion of the I-9 and employee information forms as soon as possible, and in every case, before the assistant performs any services associated with the appointment.

### C. Notice of Appointment

1. All newly appointed and re-appointed TAs and GAs shall receive a letter of appointment which specifies the appointment title, wage amount, effective dates (duration) of service (including any mandatory or optional orientation sessions), the name and phone number of the supervising official in the department, the full-time equivalence (FTE) of the appointment, tuition and fee waiver, and the major components of the assignment. The general hours of work and specific work assignment will be described by the supervisor. Assignments may be changed at the discretion of the department with notice to the assistant. TAs may submit, for consideration, course placement preferences in writing.
2. The letter of appointment shall be issued no later than 45 days before the start of the appointment. In the case of appointments made less than forty five (45) days before or forty five (45) days after the beginning of the semester, the letter of appointment shall be issued as soon as practicable. Upon request of the Union, Campus Human Resources will conduct an audit of offer letters issued by departments considered by the Union to have repeatedly issued letters of appointment less than 45 days prior to the start of the appointment. When a pattern of late offer letters has been ascertained by audit, a joint meeting will be held for purposes of addressing the reasons for late offers. These meetings shall include the Department Head or designee, a representative from Campus Human Resources and a representative of the Union. All letters of appointment shall include the following statement: "The terms and conditions of employment, including but not limited to benefits and wages, for this appointment are governed by a collective bargaining agreement between the Board of Trustees of the University of Illinois and the Graduate Employees' Organization, which may be found at the following web address:  
<https://uofi.box.com/s/gyscndjeq7118bvyij27o1sldcdihvu1>
3. Appointing units shall use the template letter of appointment as provided on the Campus Human Resources website. The letter will include notification of tuition differential and taxation information for those appointments subject to taxation of tuition waivers or assessment of tuition differentials. The letter will also identify any contingencies or documents required to be completed prior to employment.  
<https://hr.uic.edu/hr-staff-managers/resources/template-letters/>
4. Departments and units shall post unfilled available Assistantships for which no preferred candidate has been identified on the Campus Human Resources job board for applicant consideration.  
<https://jobs.uic.edu/job-board?&start=1&per=5000>

### D. Acceptance

A student who has been offered a TA or GA appointment is required to confirm acceptance to the department in writing or by electronic mail within the time period

specified by the department. Acceptance of an appointment requires the assistant to be present and available to perform assigned duties during those dates. Failure to be present to perform assigned duties may result in the termination of the appointment. The University recognizes that there may be circumstances beyond the assistant's control and the University may consider those circumstances in determining whether to hold open the appointment. These circumstances may include international students whose visas, or other required documents, are delayed in processing.

#### E. Duration of Employment

1. An assistant shall be employed for a specific period of not less than one semester or for a special limited purpose. A special limited purpose is employment that: a) covers unexpected needs arising during a semester and whose duration is less than a semester, or b) is supported by a grant or contract whose duration is less than one semester. In all cases, employment begins and ends according to the employment period specified in the appointment letter or when the special limited purpose is complete.
2. If the position accepted by the assistant for one or more specific periods in an academic year later becomes unavailable, the University shall notify the assistant of the reason for such unavailability, and the University shall ensure that the assistant is placed into a position of equivalent appointment percentage or compensation or provide equivalent compensation in lieu of the appointment for the specific period offered and accepted by the assistant. No registration is required as a condition of summer employment as an assistant.

#### F. Resignation/Release

A written release from the appointing unit is required if an assistant wishes to resign after acceptance of an appointment in order to accept another assistantship appointment. Assistants must provide a minimum of fourteen (14) days' notice prior to the effective date of any such resignation.

#### G. Considerations for Appointments and Assignments

The University will urge departments to develop guidelines for use in the determination of appointments and assignments. The appointment/reappointment guidelines developed by departments with 10 or more TAs or 10 or more GAs shall be transparent and provided to assistants. The guidelines may differ among departments and may include consideration of the following factors, but not limited to:

- 1) Eligibility;
- 2) Academic record;
- 3) Application procedures;
- 4) Letters of recommendation;
- 5) Previous relevant experience;

- 6) Factors which may enhance the applicant's eligibility for appointment or specific course assignments;
- 7) Factors that may be relevant for specific appointment timeframes; and/or
- 8) Factors related to the academic mission of the department

Each department will post its appointment and reappointment policy to its website. In developing or revising appointment and reappointment policies, the Department Head will solicit the advice of graduate student employees, when applicable. Appointments and assignments will not be made in an arbitrary or capricious manner.

#### H. Renewal of Appointments

Assistants whose academic progress and service record have been determined to be satisfactory are eligible for reappointment at the sole discretion of the University, subject to the criteria provided for in Article III – Section G, based on the past performance and service of the assistant, availability of funds, the University's determination of the need for service, or other factors. Departments have differing policies on the length of time students may hold assistantships and may limit the total number of semesters that an assistant may serve. In accordance with the University's standard of excellence, assistants must maintain a high standard of performance in their duties in order for their assignments to be considered for renewal.

#### I. Fees, Assessments and Associated Costs

1. Assistants covered by this Agreement have graduate assistant appointments which are no less than .25 FTE and no greater than .67 FTE, or who otherwise are granted a tuition waiver and who perform the duties of a Teaching Assistant (TA) or Graduate Assistant (GA) for the University of Illinois at Chicago. During the term of this Agreement, tuition waivers will be guaranteed to teaching and graduate assistants holding a .25 to .67 FTE appointment. Once enrolled in a graduate program, students will be governed by the tuition waiver policy in effect at the time of their first enrollment in that program, as long as they remain in that program, are in good academic standing, and are making appropriate progress towards graduation in that program, even if later modifications to the program should occur.
2. Assistants covered under this Agreement shall have the following fees and assessments waived:
  - a. Service Fee;
  - b. Health Service Fee;
  - c. Academic Facilities and Maintenance Assessment; and
  - d. Library and Information Technology Assessment
3. Any new fee created after the ratification and execution of this Agreement shall be waived for the duration of this Agreement.

4. International Student Fee - For International students covered under this Agreement, the University shall waive \$65 of the International Student Fee for each Fall and Spring semester during the term of the Agreement. Any increase to the International Fee during the term of this Agreement shall also be waived.
5. During the term of this Agreement, if the General Fee increases more than \$25 per semester, the Union reserves the right to bargain the additional increase.
6. UIC agrees to be available once per semester during the term of this Agreement on request of the Union to discuss issues relating to differentials, waivers, assessments and fees. Two weeks prior to the meeting the Union shall provide an agenda detailing the issues to be discussed so that UIC can prepare the appropriate materials and individuals to respond. UIC shall make a good faith effort to provide at the meeting the materials and individuals necessary to respond to the issues raised in the Union's agenda. Any resolution or agreements made as a result of these meetings shall be reduced in writing and signed by representatives from the Union and the Campus.
7. Upon request of the Union to the Labor and Employee Relations Office, the Union shall designate two (2) assistants to meet with University officials from Labor and Employee Relations and from the Office of International Services once per year for the purpose of providing input to the University with respect to service and fees. Two (2) weeks prior to the meeting, the Union shall provide an agenda detailing the issues to be discussed at the meeting.

#### J. Campus Housing

A Campus Housing Graduate Assistant living in the residence halls who violates Campus Housing Policy will be subject to the Housing disciplinary regulations, including possible fine or eviction if the violation is not job related. However, if the violation is job related, discipline or fines imposed shall be subject to the Discipline, Dismissal and Grievance Procedures in accordance with this Agreement.

#### K. Campus Parking Services

1. During the term of this Agreement the University shall have the right to raise parking fees for bargaining unit employees by 4%. If the percentage increase exceeds 4% during any contract year during the term of the Agreement, the Union reserves the right to bargain the additional increase. If the University agrees to a lower parking fee for another group of employees the reduced fee shall be applicable to bargaining unit employees. This does not include police officers, corporals, sergeants, or lieutenants who have the right to pursue interest arbitration.

2. During the term of this Agreement, the University reserves the right to change the terms for parking assignments and the availability for the use of university lots and/or stations, with the following stipulations.
  - a. An assistant shall be entitled to reimbursement from their department for parking fees under the following circumstances:
    1. The assistant is specifically required by their supervisor to use their personal vehicle when performing a specific assignment within the course of their employment as an assistant and the supervisor authorizes the incurred parking fees.
    2. Reimbursement is authorized by the Unit Executive Officer or authorized delegate.
    3. An accurate claim with receipt for reimbursement is submitted by the assistant.
  - b. Discipline and/or fines levied by Campus Parking, incurred in the course of employment, shall be subject to the Discipline and Dismissal and Grievance Procedure articles of this Agreement.
  - c. Assistants shall have the right to elect payroll deduction for payment of parking fees.

#### **IV. 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. Such rights and powers include, but are not limited to, the exclusive right and power:

1. To determine the mission of the University, the organizational structure, and the methods 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 FTE and duration of employment upon appointment for all assistants, including whether assistants will be reappointed and, if so, the terms and conditions governing such reappointment;

4. To determine the number of assistants to be appointed or reappointed and to relieve assistants from duty due to lack of work or funds without diminishment of the duration or payment of wages during an active appointment;
5. To determine, assign, and schedule the type and kind of services and the work to be performed by assistants or by others, including the job content and the location of such services or work;
6. To establish, modify, combine or eliminate job classifications;
7. To determine the number, location, or relocation of facilities, buildings and rooms, and ancillary facilities such as parking lots, including the policies governing the use of such buildings, rooms or facilities;
8. To discipline, suspend, or discharge assistants for just cause;
9. To supervise, train, and evaluate assistants;
10. To determine materials and equipment to be utilized by assistants and the methods and means by which work shall be performed and services provided;
11. To establish quality and performance standards for assistants;
12. To adopt and enforce policies, rules, and regulations, including rules and regulations governing tuition waivers and the work, training, and conduct of assistants; and
13. To perform all other functions inherent in the administration, management, and control of the University.

B. The University and the Union 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 retains sole and exclusive control:

1. To make all academic judgments concerning: (a) courses, curriculum, and instruction; (b) the content of courses; (c) methods of instruction; (d) instructional materials; (e) the nature and the form of assignments required including examinations and other work; (f) class size; (g) grading policies and practices;
2. To determine all academic policies, procedures, rules and regulations in regard to assistants' status as students including, but not limited to, all questions of academic standing, intellectual integrity, and any matter relating to academic progress in a university educational program;

3. To make academic evaluations and determinations as to the fulfillment of degree requirements, including the relationship between work performance and progress toward degree requirements.

C. Nothing in this clause waives the Union's right to negotiate mandatory subjects of bargaining.

## **V. Non-Discrimination and Anti-Harassment**

A. There will be no discrimination by either the Union or University against any person because of race, color, national origin, religion, sex, pregnancy, sexual orientation, gender (including gender identity and gender expression), age, disability (including mental and physical), marital status, order of protection status, genetic information, veteran status, ancestry, unfavorable discharge from the military, citizenship or immigration status, arrest record, or status as a protected veteran. The parties agree that personnel decisions, including reappointment, shall be based solely on job and academic-related criteria and performance.

B. Harassment is defined as unwelcome conduct that is based on the actual or perceived categories above that has the purpose or effect of: 1) becoming a condition of continued employment; or 2) is sufficiently severe or pervasive to substantially interfere with the individual's work performance or create what a reasonable person would consider an intimidating, hostile, or offensive work environment. For purposes of this definition, the phrase "working environment" is not limited to a physical location an employee is assigned to perform their duties.

C. There shall be no discrimination against any employee because of Union membership or because the employee is acting as a representative of the Union or its members or other graduate employees pursuant to the Agreement or policies or rules.

D. The University of Illinois and the Union will not tolerate sexual harassment. Sexual harassment and sexual misconduct are defined in the University's Comprehensive Policy and Procedures for Sexual Misconduct Grievance Process. The University's policy can be found on the Office of Access and Equity (OAE) website. The University considers such behavior, whether physical or verbal, to be a breach of its standards of conduct.

E. The University will take action to provide remedies when such unlawful discrimination and/or harassment is properly reported or discovered as provided by law, and University policy. The University considers the behavior laid out in Sections A-D to be a breach of its standards of conduct. The University and the Union are committed to eliminating unlawful discrimination and to that end the Union may designate two (2) members of the Union to meet with the OAE for the purpose of providing input and policy recommendations once per year at the request of the Union. Topics at this meeting may include the Gender Inclusive Resources available at <http://oae.uic.edu/resources/gender-inclusive-resources/>. OAE investigates claims of

discrimination and harassment in accordance with University policy, and applicable law.

F. In any proceedings regarding a sexual harassment and/or discrimination complaint, a graduate employee may choose to have a Union representative serve to advise, represent, and support the graduate assistant who is filing a complaint in accordance with the relevant University policies and this Agreement.

G. The University of Illinois and the Union do not condone workplace bullying and will uphold the principles of the University Code of Conduct for all those acting on behalf of the University in a professional setting. This Code of Conduct can be found here:

[https://www.ethics.uillinois.edu/compliance/university\\_code\\_of\\_conduct](https://www.ethics.uillinois.edu/compliance/university_code_of_conduct).

H. The University prohibits unlawful retaliation for participating in a protected activity. The University's retaliation policy can be found at:

<https://oae.uic.edu/policies/prohibition-of-retaliation/>.

#### I. Supportive Measures

Graduate assistants who may have experienced sexual harassment and/or discrimination at the University may request workplace supportive measures (e.g., moving office spaces, counseling, modification of work schedules/assignments or restrictions on contact between the parties). Graduate assistants may submit a request for supportive measures to OAE, Campus Advocacy Network (CAN) or the relevant department chair, program director or unit head (collectively, the "supervisor"). The graduate assistant may choose to have a Union representative and/or CAN advocate present at that meeting. No workplace supportive measure shall result in loss of pay for the graduate assistant who may have experienced sexual harassment, harassment, or unlawful discrimination, except if a graduate assistant chooses to either request a reduction in work hours and/or to take a voluntary leave of absence and such leave is approved. Decisions regarding a request for supportive measures, pursuant to this section of the Agreement, shall be made by the supervisor (where appropriate) in consultation with OAE. A graduate assistant's request for supportive measures that does not require mandatory reporting shall not result in a formal report filed to OAE unless requested by the graduate assistant. Requests for supportive measures will not be unreasonably denied. If a graduate assistant's request for supportive measures is denied, a graduate assistant can request a review of the decision with OAE and have a union representative present at the meeting. Decisions on supportive measures are not subject to the grievance procedure and arbitration.

J. The University and the Union agree that the language of this Agreement shall be interpreted and applied in a manner consistent with the requirements of the Americans with Disabilities Act, and with applicable federal and state non-discrimination, equal opportunity and affirmative action laws, including those prohibiting unlawful

retaliation against individuals for the exercise of rights under those laws. Accordingly, the University will follow all relevant laws regarding the provision of lactation facilities to assistants.

K. If a graduate assistant decides to pursue a complaint through OAE, the University shall notify the graduate assistant that OAE has an investigatory role but does not represent either the complainant or respondent.

L. In cases when a determination is made not to investigate, OAE will provide the complainant the reason within 10 business days, excluding University-recognized holidays.

M. The University shall maintain webpages listing the all-gender bathroom locations and established lactation stations of which the University is aware during the term of this Agreement.

## **VI. Training**

A. The University is responsible for establishing orientation/training for the incoming assistants. Training/orientation may include: classroom diversity, strategies for dealing with hostile students, methods for stimulating class discussion, teaching tactics specific to the disciplinary area of the department and/or other duties related to the assistant's appointment and used by the department. The units that appoint GAs are responsible for providing appropriate orientation and training related to the assistant's duties.

B. Assistant's may request additional follow-up training.

C. Orientation and training shall normally be conducted during the appointment. The time the assistant spends in orientation and training will be counted toward the assistant's required hours. In the event that mandatory orientation/training occurs before the assistant's appointment term, the assistant will be compensated at a rate proportional to the assistant's wages for time spent in mandatory orientation and training only.

D. Departments may utilize returning assistants as training facilitators. The time that the assistant spends preparing for and facilitating training will count toward the assistant's appointment hours. In the event that an assistant conducting preparation and facilitation of training occurs before the assistant's appointment term, the assistant will be compensated at a rate proportional to the assistant's wages for time spent in preparation and facilitation of training.

E. Attendance at mandatory orientation/training activities is required for continuation of a teaching/graduate assistantship. An assistant who is unable to attend a mandatory training activity due to jury duty, military, parental or bereavement leave, as verified by appropriate documentation, may be required to attend mandatory make-up training.

F. University regulations require all non-native English speaking teaching assistants who provide instruction to be certified by the University as proficient in oral communication in English. The University shall determine the procedures for certification. For assistants so certified, oral proficiency in English shall not be the sole basis for discipline, dismissal, or non-renewal. If an offer of appointment is conditional upon the assistant being certified by the University as being proficient in English oral communication, that condition must be stated in writing in the original offer. If a unit fails to stipulate this condition in writing in the offer of appointment and the assistant attempts but fails to meet the University's certification requirements, then provided the assistant meets all other conditions of the offer, the unit must appoint the assistant to a non-instructional assistantship of the same term and compensation as the original offer. Assistants not certified by the University as proficient in English communication and those with conditional certification are required to complete a University-approved training program before retaking any certification tests. At the Union's request, once every three years, the University shall meet with the Union, if requested, to discuss issues related to certification in oral communication.

G. When an assistant is required to take a University-approved training program or certification test for English proficiency, the training or certification test will be at no cost to the assistant.

## **VII. Evaluation**

A. Evaluations shall be undertaken in a non-arbitrary manner. The University shall inform assistants of any evaluation process. Such evaluation processes shall be clearly explained in writing by the University and made available to assistants at the start of the period for which they are being evaluated. The University will attempt to review an assistant's performance at least once during the academic year or term of appointment.

B. If the TA evaluation process involves classroom observations by a supervising staff or faculty member, then the TA shall be notified of such visits at least one week in advance. Upon the TA's request, evaluators shall meet with the TA after the classroom evaluation.

C. When the University completes an evaluation, a written report will be submitted for placement in the evaluated assistant's employment file. A copy of the report shall be provided to the assistant. The assistant shall have the right to compose a written response to be placed in the assistant's employment file.

D. All evaluative material to be placed in the employment file shall be signed and dated by the assistant and the supervisor. It is understood that the assistant's signature confirms only that the supervisor has given a copy to the assistant and does not indicate agreement or disagreement with the contents of the evaluation.

E. Deficiencies noted in an assistant's evaluation shall include specific recommendations for improvement and may include a time frame in which the assistant is expected to

remedy such deficiencies. Additional training to remedy noted deficiencies may be provided to the assistant.

### **VIII. Hours of Work and Class Size**

A. Assistants' hours of work are reflected in their percentage of appointment. Such hours of work are separate and distinct from the time required for an assistant's own academic coursework. The appointment level (full time equivalency or FTE) shall be based on the appointing department's determination of the amount of time it should normally take to perform the assigned duties including orientation and training. It is expected that a .5 FTE assistant will devote an average of 20 hours per week over the course of a full appointment period. Assistants appointed for other FTE levels would be expected to perform work for a proportionately greater or lesser average number of hours per week. The actual number of weekly hours of work are expected to vary over the course of the appointment term.

B. It is understood that assistants in the bargaining unit are engaged in professional activities of such a nature that the output produced, or the result accomplished, cannot be precisely standardized or measured in relation to a given period of time, and that the time necessary to accomplish an assignment may vary.

C. An assistant may object to a workload that causes their hours of work to exceed the hours expected for the FTE of their appointment, as provided above, if the assistant reasonably believes that their duties require hours that exceed the hours of effort required by the appointment percentage or constitute an arbitrary or capricious workload. The assistant must raise the matter with their department supervisor. Following the meeting with the assistant, if the department supervisor concludes that the assistant is working excessive hours based on their assigned FTE, the supervisor shall recommend: (1) that the assistant conform to the hours normally needed by assistants with similar duties; (2) that certain duties be reduced and/or reassigned to others; (3) that the assistant's FTE be increased; or (4) that the assistant be reassigned with consultation to a different position with equivalent appointment terms. Should the appropriate department supervisor fail to resolve the issue of excessive hours of work to the mutual satisfaction of both parties, the assistant shall have the option of pursuing the matter through the Grievance Procedure in accordance with Article XXII of this Agreement.

D. Employment and course assignments shall be offered to the assistant in a timely fashion and as quickly as practically possible, to allow for adequate preparation. If course assignments offered in writing are subsequently changed, the hours spent in preparation for the original assignment shall be credited for the purpose of determining workload. When there is a pattern of late assignment changes in a department less than five (5) business days before the start of classes, a meeting shall be held for purposes of addressing the reason. These meetings shall include the Department Head or designee and a representative from the Union. Course assignments shall not be made in a capricious manner.

E. All duties required by the supervising staff member, department, college, or University, or otherwise required for an assistant to adequately perform their appointment, including but not limited to orientations, required meetings, or preparation, except for courses for which academic credit is given, shall be included in the calculation of average hours specified in Section A and shall fall within the range of duties for TAs and GAs.

F. Class Size

1. Each unit that employs Teaching Assistants shall establish a class size policy for classes to which Teaching Assistants are assigned. For units with such a policy, the class size policy shall be provided to any assistant upon request. No TA shall be required to accept enrollees in excess of the maximum class, section, recitation or lab size.
2. No assistant shall be required to accept enrollees in excess of the maximum room capacity as limited by applicable law and assistants may raise issues concerning the number of enrollees assigned with the Unit Executive Officer and/or in Labor-Management meetings.

G. In assigning duties to Teaching and Graduate Assistants, the appointing unit and supervisor shall establish the required duties of the assistant, and the supervisor shall discuss these duties with the assistant at the beginning of the appointment period.

**IX. Additional Employment**

While assistants may seek and hold employment outside the University, the parties recognize and agree that the assistant's first obligation and commitment is to the University. An assistant shall not utilize University of Illinois' course materials, curricula, facilities, resources or other materials in non-University employment.

**X. Employee Rights**

A. An assistant's department or unit shall make arrangements for the assistant's access to their office, lab, studio or classroom, or similar workplace.

B. Each department or unit shall make available a designated mailbox for assistants to receive mail. A department or unit will provide access to telephones, computers, internet, email, a desk or work surface, and secured storage as necessary to fulfill the assistant's work obligations as determined by the University. A department or unit may provide individual mailboxes, desks, or work surfaces, and storage for each assistant when possible, based on the needs of the department or unit.

C. The University shall exercise due diligence to protect the confidentiality of assistants when communicating matters pertaining to employment.

- D. Any materials, including grade books, instructional materials, textbooks, software, hardware, equipment, and supplies required by the University for all job-related tasks performed by the assistant will be provided at no cost to the assistant.
- E. The supplies and office equipment, including photocopiers, typewriters, computers, printers, etc. of the department or unit shall be made available without cost to the assistant to the extent required by the University.
- F. The University shall make a good faith effort to make accommodation for international assistants experiencing difficulties acquiring the documentation necessary for employment.
- G. Assistants are entitled to use legal services that may be available to students. To the extent that assistants are performing employment duties, they are provided legal coverage as University employees as set forth under The University of Illinois Liability Self-Insurance Plan.
- H. The University is committed to upholding all applicable academic standards and academic and disciplinary codes of conduct. Teaching assistants will have access to available University resources including software necessary for upholding those standards and codes, subject to the approval of the University.
- I. Assistants covered by this Agreement shall be eligible to enroll a child dependent or dependents in the UIC Children's Center and/or any other current and future providers of child-care established by the University. For the duration of this Agreement, the cost of an assistant to enroll a child dependent or dependents in the UIC Children's Center shall be determined according to an income-based sliding scale.
- J. Assistants shall have inter-library loan privileges in accordance with normal library procedures through the circulation desk. Upon request, assistants may borrow and reserve materials needed for their courses through the end of the semester.
- K. If recording is a required component of an assistant's assignment (except when required for student accommodations), the requirement will be communicated in writing to the employee when the assignment is given. The assistant may request but cannot be guaranteed an assignment which does not require recording. University recordings related to a course made during a semester shall only be made accessible to participants in that course and utilized during the semester it is recorded.

## **XI. Union Rights**

- A. The University shall notify all new assistants hired to work in the categories covered by this Agreement that the Union is the exclusive representative for all assistants described in Article II. The University shall further notify assistants of the web address at which the current Agreement may be found.

B. The University will make available to the Union the name and address, university email address, department(s) of enrollment, job classification(s), University ID number (UIN), appointing department(s), percentage of assistantship(s), and wages in electronic format ten (10) business days before the first pay period in the Fall Semester and five (5) business days after each other pay period, or as soon as practicable, for all new appointments in the classifications covered by this Agreement.

C. The Union will be notified at least two (2) weeks in advance of all campus-wide and college scheduled orientations for graduate students, TAs and GAs. The Union will be placed on the agenda and given fifteen (15) minutes at such orientations, unless the Union otherwise notifies the University. Upon request, and by mutual agreement, the Union will be placed on the agenda and given fifteen (15) minutes at the end of scheduled Unit and Department orientations. Any Department or Unit that employs ten (10) or more TAs, GAs or any combination thereof may not deny the Union's request to speak at their orientation. For the purposes of this Article, an orientation shall be defined as events satisfying any of the following criteria:

1. Any event called an orientation or onboarding event;
2. Any event that is mandatory and addressing job duties of first time graduate students and/or graduate assistants.

D. The Union shall have the right to access for the purpose of distribution of Union literature all visual and electronic communication methods available to non-University entities including labor unions under University policy as it may exist or evolve. Also, the Union may have posted certain notices and bulletins upon bulletin boards designated by the University. These notices and bulletins will be on the official letterhead of the Union, bearing the name of an officer thereof. Notices and bulletins permitted to be posted are:

1. Notice of Union meetings;
2. Notices of Union elections;
3. Notice of Union appointments and results of Union elections; and

any others which the University may approve from time to time. The number of copies which the Union wishes to have posted, plus one (1) will be filed with the University's Labor Relations Office.

E. The University shall provide the Union with all requested information for negotiating and enforcing the Agreement in a timely manner, as required by law.

F. Upon request of the Union, units that employ teaching and graduate assistants shall provide a list of names, email addresses and office locations, and when available, scheduled office hour times and locations of the TAs and GAs employed in that unit.

## **XII. Wages**

A. The minimum wage level for a 50% FTE, 9-month appointment, and the increase for continuing assistants shall be as follows:

Academic Year	Minimum Wages	Continuing Assistant Increase
Fall 2022 to Summer 2023	\$22,590	The percentage increase determined on the Chicago campus to be the general wage increase for AY 22/23, AY 23/24 and AY 24/25 but not less than the minimum.
Fall 2023 to Summer 2024	\$23,440	
Fall 2024 to Summer 2025	\$24,200	

B. For GAs whose appointment requires them to live in a residence hall, room and board shall not be used to determine the amount of the wages and increases provided by this Article.

C. Appointments of different duration or percentage shall be figured proportionally. Units that currently appoint assistants on a nine (9) month basis shall continue to do so for assistants currently employed under those terms, unless advance notice is provided in the letter of offer that the appointment term has changed. The parties agree that the assistant's appointing unit may pay above the minimum wage and minimum percent increment for continuing assistant appointments, and that this amount may vary from unit to unit.

D. All assistants covered by this Agreement shall be paid on or before the 16<sup>th</sup> of each month they are employed, or as soon thereafter as is practicable. The University shall not require assistants to pay late payment fees that have been assessed as a result of an appointment being processed late by the University. However, the University will only waive late payment fees associated with the semester that the appointment is processed late. Any late payment fees assessed after the appointment has been processed will not be waived.

## **XIII. Health Care**

A. All assistants covered by this Agreement shall receive health care benefits as described below. A copy of the Notice of Appointment, as described by Article III of this

Agreement, shall suffice to establish proof of employment for purposes of accessing any of the benefits below when necessary.

#### B. Health Service Fee

Assistants shall have full access to all health services provided to students such as may be provided by the Family Medicine Center, the Counseling Center, the Wellness Center and Pharmacy Services. For academic year Fall 2022 through Summer 2023, academic year Fall 2023 through Summer 2024, and academic year Fall 2024 through Summer 2025, the University shall pay 100% of the student health service fee for each assistant covered under this Agreement. The fee will only be waived for the assistant in the semester(s) or summer term the assistant has an appointment.

#### C. Health Insurance

Assistants are eligible for coverage under CampusCare or other current or future health insurance plans available to students. Assistants must obtain the student health insurance or document that they have other health insurance coverage equivalent to the University plan.

1. For academic year Fall 2022 through Summer 2023, the bargaining unit member shall contribute \$260 of the cost of coverage for each Fall and Spring semester for each assistant covered under this Agreement who chooses to be covered by the University plan.
2. For academic year Fall 2023 through Summer 2024, the bargaining unit member shall contribute \$270 of the cost of coverage for each Fall and Spring semester for each assistant covered under this Agreement who chooses to be covered by the University plan.
3. For academic year Fall 2024 through Summer 2025, the bargaining unit member shall contribute \$280 of the cost of coverage for each Fall and Spring semester for each assistant covered under this Agreement who chooses to be covered by the University plan.

For AY 22/23, AY 23/24 and AY 24/25 for each assistant covered under this Agreement, the University shall pay 25% of the cost of coverage for each of the assistant's dependents (spouse and/or child) who choose to be covered under the University plan.

#### D. Vision Insurance

For academic year Fall 2022 through Summer 2023, academic year Fall 2023 through Summer 2024, and academic year Fall 2024 through Summer 2025, costs of the vision program will be borne by the University and will be paid in accordance with the program's provisions.

#### E. Dental Insurance

For academic year Fall 2022 through Summer 2023, academic year Fall 2023 through Summer 2024, and academic year Fall 2024 through Summer 2025, costs of the dental program will be borne by the University and will be paid in accordance with the program's provisions. Benefits shall be as provided by the program's certificate of coverage or similar document.

F. During the term of this Agreement, the University has the sole discretion to alter the terms of health coverage including but not limited to coverage, carriers, cost to assistants, services, availability, accessibility, or other program provisions so long as such alteration does not conflict with a provision of this Agreement. Any disputes concerning the University's contributions under the healthcare benefits provided above shall be subject to the Grievance Procedure article of this Agreement.

G. The Union shall designate two (2) representatives to meet with two (2) University officials responsible for CampusCare three (3) times per year upon request of the Union, for the purpose of providing input and recommendations to the University with respect to the University's student health insurance program. The Union and the University are committed to working to improve health care benefits available to assistants.

### **XIV. Expenses**

#### A. Travel

When assistants are required by their appointing units to travel in relation to their TA or GA duties, the University will reimburse the assistants for such travel. The University's Business and Financial Policies and Procedures provide complete guidelines for these reimbursements. Travel for University-related business should be conducted as economically as possible within the assistant's constraints of time and convenience.

#### B. Laboratory Equipment

Assistants shall not be expected to pay for laboratory equipment necessary for the fulfillment of work-related duties. Nor shall assistants be expected to pay for laboratory equipment that is broken or damaged in the execution of approved or authorized work-related duties.

#### C. Immunizations and Certifications

If a department determines that an immunization or certification is required for an assistant to perform the functions of an appointment, the department shall pay for such immunization or certification. Nothing in this section is intended to apply to any immunization or certification required for immigration purposes, as part of the admissions process, or to obtain a professional license.

## **XV. Leaves and Holidays**

### **A. Vacation**

Assistantships typically require services on a 9-month or semester-by-semester basis (“E” service), and some assistants will have separate summer appointments for part or all of the summer. Assistants on a 9-month or semester-by-semester basis do not earn any vacation. Assistants who are appointed on a 12-month basis (“Y” service) are eligible for vacations of 24 workdays each year at the percentage they are appointed, based on two days of vacation for each month of service to a maximum accumulation of 48 workdays at the percentage of their appointment. The scheduling of vacation time is determined with the supervisor and may include time taken during the semester breaks, at the discretion of the employing department.

### **B. Sick Leave**

1. Assistants covered under this bargaining agreement are eligible for five (5) paid workdays of sick leave per Fall and Spring semester. Unused sick days expire at the end of the Fall or Spring semester (i.e., there is no carryover) and assistants will not be paid out for unused sick days. Assistants are required to report sick leave in accordance with the employing unit’s instruction. Each assistant’s employing unit will track the assistant’s sick leave.
2. Assistants must notify, as promptly as possible, the department head or supervisor so that arrangements for coverage of duties can be made and the usage recorded. Assistants may use sick leave for illness of, injury to, or need to obtain medical or dental consultation for the assistant, assistant’s spouse or registered domestic partner under the terms of University policy or the Illinois Religious Freedom Protection and Civil Union Act, including their children, or parents and members of the assistant’s household. Sick leave may also be used for pregnancy or following the birth or adoption of a child to care for that child. The department head or supervisor shall not discourage the assistant from using sick leave. Sick leave will not be denied in an arbitrary or capricious manner.

### **C. Parental Leave**

Eligible assistants are entitled to up to six (6) weeks of parental leave without loss of pay immediately following the birth of a child, or upon either the initial placement or the legal adoption of a child under 18 years of age. Eligible assistants are those who hold an active appointment at the time the parental leave is taken. Parental leave will be counted as part of the twelve-week entitlement accorded by the Family and Medical Leave Act of 1993 (FMLA) for FMLA-eligible individuals and may be used in conjunction with other paid or unpaid leaves for which the individual is eligible. Assistants may request additional unpaid time in accordance with Personal Leave, Section H of this Article. Such request will not be denied in an arbitrary or capricious manner. If this request is denied in an arbitrary or capricious manner, the Union may file a grievance at Level 3 of the

Grievance Procedure (Article XXII, Section E (3)). Assistants are required to report parental leave in accordance with the employing unit's instruction. Each assistant's employing unit will track the assistant's parental leave.

#### D. Jury Duty

1. Assistants are eligible for leave of absence without loss of pay for the duration of jury duty, on the day or days when the assistants would have otherwise been performing assistant duties. An assistant may also retain funds paid in compensation for jury duty in keeping with University policy, which is subject to change.
2. An assistant summoned as a juror shall immediately inform their supervisor of the absence. Teaching assistants who are called for jury duty shall discuss with their supervisor whether jury service will conflict with their teaching obligation and if so, whether requesting a deferral from jury duty is appropriate. An assistant who reports for jury duty and is dismissed shall resume their normal duties as soon as possible. Assistants are required to report jury duty in accordance with the employing unit's instruction. Each assistant's employing unit will track the assistant's jury duty.

#### E. Military Leave

Military leave shall be in accordance with applicable state and federal law, and University policy. Assistants are required to report military leave in accordance with the employing unit's instruction. Each assistant's employing unit will track the assistant's military leave.

#### F. Bereavement Leave

Assistants are eligible to receive paid leave to attend the funeral, for travel, and bereavement time upon the death of an immediate family member in the amount of five (5) days or one (1) day for other relations in accordance with the policy at <https://www.hr.uillinois.edu/leave/funeral>. For the purposes of this Article, gendered terms covered in the policy are understood to include equivalent familial relationships regardless of gender. This Article shall not preclude assistants from requesting to use accrued or unpaid leave. Assistants are required to report bereavement leave in accordance with the employing unit's instruction. Each assistant's employing unit will track the assistant's bereavement leave.

#### G. Coverage Responsibility

If an assistant must be absent from work, it is the assistant's responsibility to inform the assistant's supervisor in advance as promptly as possible of the absence, to explain to the supervisor the reason for the absence, to secure the supervisor's approval of the absence, so that arrangements for the absence can be made by the assistant's supervisor and so that

usage of leave may be recorded. In no case will the assistant be required to secure or pay for a temporary replacement.

#### H. Personal Leave of Absence

An assistant may be granted an unpaid leave of absence during the term of their appointment, upon request to and at the sole discretion of the University and subject to such terms and conditions as the University may establish.

#### I. Holidays

Assistants shall receive holidays off without loss of pay in accordance with the campus holiday schedule, which may be modified from time-to-time. With advance notice to their supervisor, an assistant who wishes to observe a religious holiday shall receive such reasonable accommodation as an adjustment of scheduled work hours to attend services in accordance with the State of Illinois Religious Observances Act.

#### J. Family Medical Leave Act of 1993 (FMLA)

In compliance with the FMLA and applicable rules and regulations, the University may adopt policies to implement the FMLA that are in accord with what is legally permissible under the Act and the applicable rules and regulations.

#### K. Professional and Conference Leave

Departments may allow and approve assistants paid leave to attend professional conferences. Approval shall not be denied in an arbitrary or capricious manner.

#### L. Personal Day

Assistants are eligible for one (1) paid work day each semester to attend to personal business. The unused personal day expires at the end of the appointment and assistants will not be paid for the unused personal day. Scheduling of personal day use requires prompt notification to, and approval by, the department head or supervisor, and may include time taken during the semester breaks. The department head or supervisor shall not discourage the assistant from using the personal day. Approval of personal days shall not be withheld arbitrarily or capriciously. Assistants are required to report the personal day in accordance with the employing unit's instruction. Each assistant's employing unit will track the assistant's personal day.

### **XVI. Dues Deduction**

A. Upon receipt of written authorization from the Union, the University shall deduct the amount of Union dues certified by the Union and any authorized increase therein, and shall remit to the Union at the address designated by the Union. The Union may elect to have the University remit dues by direct deposit to an account designated by the Union,

as close as is practicable to the 16th of each month. Upon request by the Union, the University will provide login access via an ID and password to retrieve a list that can be formatted into an excel spreadsheet of all assistants from whose pay dues have been deducted each pay period. The University will provide login access to, and will also provide training in, the electronic format upon the Union's request. The Union shall notify the University of any increase in dues at least 30 calendar days before the effective date of the increase.

1. The University will acknowledge receipt of new dues deduction authorization within seventeen (17) calendar days of receipt by University Payroll and Benefits (UPB).
2. To provide sufficient time for UPB to process dues deduction authorization, such authorization must be submitted at least seven (7) business days prior to the pay calculation processing date, i.e., the date on which UPB begins the payroll calculation process for University employees who are being paid on a monthly basis.
3. The University shall make available to the Union a list of all payroll calculation dates as provided on <https://www.obfs.uillinois.edu/payroll/schedules/>, as soon as practicable each year.

#### B. Hold Harmless Provision

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

- The University notifies the Union promptly, in writing, and permits the Union to intervene as a party if it so desires; and
  - The University gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
1. The Union shall indemnify and hold harmless the University, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the University for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.
  2. It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of willful misconduct by the University.

## **XVII. TA/GA Work Rules**

TAs and GAs shall comply with all work rules and expectations which are developed by, in their appointing departments, as well as applicable University rules and policies. Assistants must complete online training including, but not limited to, Annual Preventing Harassment and Discrimination Training, and Ethics Training by the deadline set by the University. In performance of their University duties, all TAs and GAs will conduct themselves in a manner that is professional, courteous and conducive to a professional atmosphere in their class/laboratory or other areas.

## **XVIII. Access to Personnel File**

A. There shall be only one official personnel file for each assistant, and it shall be maintained by the University's Human Resources Office(s). The file shall contain only information related to each assistant's employment and shall not include materials related to the assistant's academic performance. Each assistant shall be notified in writing by the University whenever disciplinary and/or evaluative material is added to the personnel file. Assistants shall have the right to add explanatory material to their official personnel file, as allowed by law.

B. The assistant's signature on disciplinary or evaluative material confirms only discussion or receipt of these documents but indicates neither agreement nor disagreement. Records relating to the grievance process, such as appeals, responses, and settlement documents, shall not be maintained in the personnel file.

C. Each assistant shall be permitted to review the official personnel file according to the Personnel Record Review Act (820 ILCS 40/1 *et seq.*). Assistants may request to review their file up to two (2) times per calendar year. If authorized by an assistant in writing, the Union may also review the file. Requests by assistants or their designated representative for copies of personnel files will be honored at a cost not to exceed the actual cost of duplication.

D. The University shall not gather or keep a record of non-academic or non-employment-related activities or information, including an assistant's associations, political activities, publications, or communications, except as provided by 820 ILCS 40/1 *et seq.*

## **XIX. Health and Safety**

A. The University is committed to the safety and well being of its students, 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. Assistants shall report any unhealthy or hazardous work conditions and the University shall review the situation and attempt to resolve the matter. An assistant may refuse to work in hazardous work conditions as allowed by law.

B. The University shall make a good faith effort to schedule evening courses taught by assistants in buildings with other activity so as to ensure the safety of those assistants and their students. Health and Safety issues shall be raised and discussed during labor-management meetings and may include participation from campus police or other relevant campus environmental safety and health personnel.

C. If a work site is closed for health and safety reasons, affected assistants shall continue to receive their full tuition and fee waivers and wages for the remainder of the appointment period. If the University provides appropriate alternate space, affected assistants will be expected to carry out their duties in that space.

D. The University shall pay the cost of, supply, and maintain all safety items, such as tools, equipment, and protective clothing, including respiratory equipment and eyewear that the University requires the assistants to use in the performance of their duties. The University shall supply and maintain adequate emergency facilities, equipment and supplies including, but not limited to, eyewash stations and emergency shower stations. These shall be available at appropriate locations within easy and timely access and shall be provided at no cost to assistants. The University shall pay the cost of and provide proper training and supervision to ensure that assistants operate machinery, tools and equipment with safety and care when the University requires the assistants to use such items in the performance of their duties.

E. If an assistant is injured in a work-related incident and is unable to continue their employment duties, the assistant's tuition waiver will continue for the remainder of the appointment term.

F. The University will comply with all applicable federal and state laws regarding asbestos and toxic materials and University policies and regulations regarding employment accommodations and health and safety.

G. Training related to health and safety provided by the Environmental Health and Safety Office shall be available to assistants covered by this Agreement. Assistants shall not be expected to pay for training if it is deemed necessary by the unit to fulfill the requirements of their position and is pre-approved by the unit in writing.

H. The University will provide relevant information concerning health and safety matters affecting bargaining unit members, upon request, as required by law and, when possible, within twenty (20) business days.

## **XX. Labor-Management Meetings and Consultation**

### **A. Labor-Management Meetings**

It is the joint intention of the Union and the University to meet on a regular basis to promote a sound and mutually beneficial relationship. The University and the Union shall each designate two members (Co-chairs) to meet.

## B. Meetings

The Union and the University shall meet each semester during the term of this Agreement when requested by the Union. The Co-chairs shall work together to schedule mutually agreeable meeting times and locations and to specify an agenda. Discussion topics may include, but are not limited to, changes in payroll, administration or benefits that concern or affect the monetary and non-monetary compensation of assistants. Additional meetings may be called by mutual agreement. Any resolution or agreements made as a result of these meetings shall be reduced to writing and signed by the parties.

## **XXI. Discipline and Dismissal**

A. The University agrees with the principle of positive progressive discipline intended to correct the assistant's deficiencies, when possible. Prior to initiating the progressive disciplinary process, supervisors shall have an informal discussion with the assistant to correct the assistant's deficiencies. Informal discussions shall be issued in a confidential manner so as not to cause embarrassment to the assistant. A note that the discussion was held will be maintained by the supervisor. A copy of the note that this informal discussion was held will be provided to the assistant and will not be included in the assistant's personnel file.

B. Positive progressive discipline may occur in the following manner:

1. If the supervisor's attempt to correct the assistant's deficiencies through an informal discussion is unsuccessful, the first step in the progressive disciplinary process shall be a pre-disciplinary meeting. The assistant shall be notified at least two (2) days in advance in writing of the purpose of the meeting and the possible imposition of discipline. At the pre-disciplinary meeting, the assistant shall be given the opportunity to rebut the alleged deficiencies.
2. After the pre-disciplinary meeting, the supervisor will issue in writing the outcome of the pre-disciplinary meeting. If discipline is issued, disciplinary action may include but is not limited to: a written reprimand, reduction of appointment duties, reassignment, or suspension of appointment. The document will be placed in the assistant's personnel file. The assistant shall be given the opportunity to submit a written statement refuting the reason for discipline that shall be included in the file in accordance with HR Policy 1301. A written disciplinary action that is one (1) or more years old shall not be used for the purpose of pyramiding penalties for like offenses.

Discipline shall be issued in a confidential manner so as not to cause embarrassment to the assistant.

C. Discipline up to dismissal may result from progressive discipline or from a single serious infraction. The parties acknowledge that disciplinary action might not be progressive if the offense is sufficiently serious.

D. Dismissal will be for just cause. Causes justifying dismissal for a serious infraction shall include but are not limited to the following reasons: failing to attend mandatory orientation or other mandatory sessions; engaging in misconduct in the performance of University duties; insubordination (refusing to perform duties when specifically directed); violating University regulations or policies, including policies related to discrimination and harassment; acting outside the appropriate exercise of University responsibilities so as to willfully physically harm, threaten physical harm to, harass, or intimidate a visitor or a member of the University community; and damaging, destroying, or misappropriating property owned by the University or any property used in connection with a University function or approved activity.

E. Anonymous documents shall not be used to justify disciplinary action unless the University reasonably deems it necessary.

F. Assistants have the right to Union representation throughout the entire disciplinary process and during any investigatory interviews that may reasonably lead to disciplinary action. An assistant may appeal disciplinary action, including dismissals, according to the grievance procedure outlined in Article XXII of this Agreement. Any award of back pay shall not exceed an amount the assistant would have earned from the date of suspension, reduction in appointment, or dismissal to the end of the term of appointment.

## **XXII. Grievance Procedure**

### **A. Grievance Definition**

A grievance is a complaint filed by an assistant, group of assistants, or the Union alleging a violation by the University of a specific provision of this Agreement.

### **B. Notification of Union Officials**

The Union 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 October 1 of each academic year. The Union shall also inform the University in writing of any changes to the list of elected officials and elected officers, including grievance officer, as changes take place.

### **C. Basic Principles**

1. Every assistant covered by this Agreement or group of such assistants, or the Union shall have the right to present grievances in accordance with these procedures. Nothing contained in this section or elsewhere in this Agreement shall be construed to prevent any individual assistant from discussing a problem with the administration and having it adjusted with the representation of the Union. However, any individual assistant covered by this Agreement or group of such assistants may present grievances to the University and have them adjusted without the representation of the Union as long as the adjustment is not

inconsistent with the terms of this Agreement and provided that the Union has been given an opportunity to be present at such adjustment.

2. If practicable, an effort shall first be made to adjust an alleged grievance informally between the assistant (and their Union representative, if so desired) and the immediate supervisor. If further discussion is necessary, a request may be made, per Section D of this Article, for a time extension to continue efforts towards reaching an informal resolution. Filing a written grievance by the deadline specified in this Article does not preclude the parties from continuing to informally attempt to resolve the matter.
3. An assistant who participates in the grievance procedure shall not be subject to discipline or reprisal because of such participation.
4. Meetings, conferences and hearings under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity for necessary persons, including witnesses, to attend.
5. All records of grievances will be kept separate from the official personnel file maintained by the University's Human Resource Office(s).
6. The Union may file a grievance at Level 3 of the Grievance Procedure (described below in Section E (3)) if the grievance affects more than one assistant and/or is common to assistants employed in more than one department covered under this Agreement or if the grievance is of an issue whereby the supervisor and/or Unit Executive Officer (UEO) do not have authority to resolve the grievance, or in a case involving dismissal of an assistant during the appointment period.

#### D. Time Limits

Failure to file a grievance within thirty (30) business days from the date when the first events or pattern of events on which the grievance is based should reasonably have been discovered, 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. Written requests by either party for an extension of any and all time limits as provided in the Article shall not be unreasonably denied.

The phrase "business days" for purposes of this Article shall mean Monday through Friday, excluding official and campus-designated holidays.

#### E. Grievance Procedure

##### Level One

The grievant shall have thirty (30) business days from the date when the first events or pattern of events on which the grievance is based should reasonably have been discovered, to file a written grievance with the assistant's UEO. The written grievance should 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 requested remedy. Within 10 business days, the UEO or designee shall confirm receipt of the grievance and will schedule a time to meet as soon as practical with the grievant(s) and their Union representative (if so desired). Following the Level 1 grievance meeting, the UEO or designee shall give a written decision on the grievance to the grievant and the Union within ten (10) business days of the meeting. If the Union and Employer (the parties) both agree in writing, the parties may elect not to have a meeting, and the UEO or designee shall give a written decision on the grievance to the grievant and the Union within ten (10) business days of the decision to not hold a meeting.

#### Level Two

In the event the grievance is not resolved at Level 1, the decision rendered may be appealed to the Dean of the College in which the assistant is appointed (or Executive Officer to whom the UEO reports), provided such appeal is made in writing within ten (10) business days after receipt of the decision at Level 1. If a grievance has been appealed, within 10 business days, the Dean or designee shall confirm receipt of the grievance and will schedule a time to meet as soon as practical with the grievant(s) and their Union representative (if so desired). Following the Level 2 grievance meeting, the UEO or designee shall give a written decision on the grievance to the grievant and the Union within ten (10) business days of the meeting. If the Union and Employer (the parties) both agree in writing, the parties may elect not to have a meeting, and the Dean or designee shall give a written decision on the grievance to the grievant and the Union within ten (10) business days of the decision to not hold a meeting.

#### Level Three

In the event the grievance is not resolved at Level 2, the decision may be appealed to the Office of the Chancellor or designee in Campus Human Resources, provided such appeal is made in writing within ten (10) business days after receipt of the decision at Level 2. If a grievance has been appealed to Level 3, as described above, within 10 business days, the Chancellor or designee shall confirm receipt of the grievance and will schedule a time to meet as soon as practical with the grievant(s) and their Union representative (if so desired). Following the Level 3 grievance meeting, the Chancellor or designee shall give a written decision on the grievance to the grievant and the Union within ten (10) business days of the meeting. If the Union and Employer (the parties) both agree in writing, the parties may elect not to have a meeting, and the Chancellor or designee shall give a written decision on the grievance to the grievant and the Union within ten (10) business days of the decision to not hold a meeting.

## F. Arbitration Procedure

1. Request. The Union may submit a grievance to arbitration, provided written notice of intent to arbitrate is delivered to the office of the Associate/Assistant Provost within twenty (20) business days following receipt of the decision at Level 3 of the grievance procedure. More than one grievance may be submitted to the same arbitrator if both parties so agree in writing.
2. Selection of Arbitrator. Upon submission of a request for arbitration, the parties may attempt to agree upon an arbitrator. If a dismissal grievance is pursued to arbitration, the parties agree to select an arbitrator who shall hear the case within twenty (20) business days after the submission of the request for arbitration, if practicable. In the event the parties are unable to agree upon the arbitrator within ten (10) business days after the request to arbitrate, the parties shall jointly request the Federal Mediation and Conciliation Services (FMCS) 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 Union shall have the right to strike a total of two (2) names from the panel with the party that strikes first decided by a coin toss or equivalent random process. The parties then shall alternately strike the remaining arbitrators on the panel, one at a time, until only one arbitrator remains. The person remaining shall be the arbitrator. The parties shall promptly notify the remaining arbitrator of their selection.
3. Hearing. The grievance shall be heard by a single arbitrator and both parties may be represented by such persons as they may designate, 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 Union representatives and hold hearings promptly and shall issue their decision not later than twenty (20) business 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 the arbitrator. The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator's authority shall be limited to determining whether the University has violated arbitrable provisions of this contract. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this contract nor shall the arbitrator have the authority to review 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. In the event that a dismissal grievance is pursued to arbitration and the arbitrator does not find for the University, the arbitrator may make a finding of fact and award back pay, including tuition and fee service waiver, but not

reinstatement, unless the decision can be rendered during the initial term of the appointment. 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.

### **XXIII. Electronic Availability of the Agreement**

Within thirty (30) 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.

### **XXIV. No Strike/No Lockout**

There shall be no strike during the term of this Agreement. Neither the Union, through its officials, nor any assistant covered by this Agreement shall cause, instigate, participate in, support, encourage, or condone any strike, slowdown, or sympathy strike. Assistants 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 University during the term of this Agreement; provided however, this Article should not be construed as requiring the University to stay in continuous operation.

### **XXV. Savings**

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

### **XXVI. Entire 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 Union 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

Union, for the term 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 Union. 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.

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.

### **XXVII. Duration**

This Agreement shall become effective on August 16, 2022 and shall remain in effect until August 15, 2025. This Agreement shall automatically be renewed thereafter from year to year unless either party provides notice to the other in writing at least sixty (60) days prior to its expiration date of a desire to modify the Agreement. Negotiations for a successor agreement shall commence upon written notice and continue thereafter in accordance with the IELRA.

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

29 day of April 2022 .

**Local 6297 Graduate Employees’  
Organization**

*Neil Perry Bush*  
GEO 6297 – Bargaining Chair

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

By: *Paul Ellinger*  
Comptroller

Approved: *Jami Painter*  
Associate Vice President for Administration  
and Human Resources

*Thomas R. Riley, Jr. KRR*  
Executive Director of Labor and Employee  
Relations and Special Counsel

*Keino R. Robinson*  
Senior Associate Director of Labor and  
Employee Relations and Chief Negotiator

\_\_\_\_\_  
Approved as to Legal Form:

*Matthew G. Jones*                      04-29-2022  
For University Counsel                      (Date)

SIDE LETTER (9-MONTH APPOINTMENTS)  
TO THE 2022 – 2025 AGREEMENT  
BETWEEN THE UNIVERSITY OF ILLINOIS BOARD OF TRUSTEES  
AND THE GRADUATE EMPLOYEES' ORGANIZATION LOCAL 6297

Side Letter: 9-Month Appointments

The University and Union agree to create a task force, which will include an equal number of representatives from the Union and the University, to explore the feasibility of expanding 9-month appointments. The taskforce shall, by consensus, draft recommendations to the Provost. Recommendations shall be delivered to the Provost by the end of Spring 2023. The University reserves the right to determine the availability of 9-month appointments.

For the Union  April 28, 2022  
(Date)

For the University *Keino R. Robinson* 4/29/22  
(Date)

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE UNIVERSITY OF ILLINOIS BOARD OF TRUSTEES  
AND THE GRADUATE EMPLOYEES' ORGANIZATION LOCAL 6297

1. For the period Fall 2021 through Spring 2022, the minimum wage level for a 50% FTE, 9-month appointment shall be \$20,615.
2. For the period Summer 2022, the minimum wage level for a 50% FTE, 9-month appointment shall be \$22,590.
3. \*One-time payment of \$2000 to those assistants on the University payroll as of May 1, 2022, and who were in the bargaining unit for Fall 2021 and Spring 2022; or a
4. \*One-time payment of \$1000 to those assistants on the University payroll as of May 1, 2022, and who were in the bargaining unit for only Spring 2022.
5. For grievances filed during the period August 16, 2021 through August 15, 2022, the University and Union shall follow the grievance and arbitration procedures outlined in the 2018-2021 GEO CBA.

\* The University agrees to implement the terms of the Memorandum of Understanding regarding one-time payments to assistants in the bargaining unit so long as the parties have executed Tentative Agreements on all the remaining issues currently in this proposal by Monday April 25, 2022, 11:59 p.m. and GEO has communicated to UIC via email that GEO has ratified the Agreement no later than 9:00 a.m. (CST) on Friday, April 29, 2022.

Notwithstanding this MOU all terms and conditions of this Agreement and MOU must be ratified by GEO and fully executed by both parties.

For the Union *Mark Foy Burke* *April 28, 2022*  
(Date)

For the University *Keino R. Robinson* *4/29/22*  
(Date)