Agreement

by and

between

THE BOARD OF TRUSTEES
OF THE UNIVERSITY OF ILLINOIS

and

GRADUATE EMPLOYEES' ORGANIZATION

IFT/AFT 6300

Effective August 16, 2022 through August 15, 2026

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I. Purpose

It is the intent and purpose of this Agreement to promote sound and mutually beneficial relationships between the University and the Union.

II. Recognition

Section 2.1. The University hereby recognizes the Graduate Employees' Organization, IFT/AFT, AFL-CIO ("Union") as the exclusive representative for wages, hours, terms and conditions of employment for all employees within the bargaining unit as certified by the Illinois Educational Labor Relations Board (IELRB) in Case No. 96-RC-0013-S (See Appendix A – "Stipulations" dated April 29, 2002), as follows:

Included: assistants who are graduate students in good standing at the University's Urbana-Champaign campus and who have appointments as either Teaching Assistants (except for the initial semester when teaching is required by the departments listed below) or Graduate Assistants; and either hold a total appointment between .25 full-time equivalent (FTE) and .67 FTE, or who receive a tuition and fee waiver from an assistantship appointment. Only those hours/duties spent by a graduate employee in the satisfaction of their included (TA or GA) appointment will be included in the bargaining unit.

Excluded: Research Assistants (RA) and Pre-professional Graduate Assistants (PGA) as defined in the attached stipulations referenced above. Teaching Assistants in the following departments will be excluded from the bargaining unit only for the first semester that they teach: Animal Biology; Biochemistry; Cell and Structural Biology; Chemistry; Germanic Languages & Literature; Microbiology; Plant Biology; and Psychology. Teaching Assistants or Graduate Assistants who are supervisors, managerial employees, confidential employees, or short-term employees as defined by the Illinois Educational Labor Relations Act (IELRA) are excluded from the bargaining unit; and all other employees.

Section 2.2. The Employer agrees not to negotiate with any other labor organization, its agent, or any employee organization, or campus organization over wages, hours, terms and conditions of employment, for all employees within the bargaining unit (Appendix A), unless specified otherwise elsewhere in this document. This Agreement shall not be construed to prevent the University or any administrator or faculty member from meeting with any University organization or group, including student organizations, to hear their views on any matter. No changes in any terms or conditions of employment that fall within the mandatory scope of bargaining will be made as a result of any such meetings except by mutual agreement of the University and GEO.

III. Nondiscrimination Statement

The University and the Union recognize a mutual interest in access, equity, and equality. Both parties recognize the importance of a diverse workforce and a welcoming environment on campus between employees and their supervisors.

The University and the Union shall continue to abide by federal and state laws as well as all university and campus policies regarding nondiscrimination and harassment in employment, including but not limited to the Procedural Guidelines for Handling Discrimination and Harassment Complaints Under the Nondiscrimination Policy at the University of Illinois at Urbana-Champaign as may be amended from time to time. Additional information can be found at https://oae.illinois.edu/our-services/discrimination-and-harassment/.

There will be no discrimination or harassment as prohibited by federal and state laws as well as all university and campus policies regarding nondiscrimination and harassment in employment by either the Union or the University with respect to any assistant covered by this Agreement. Protected categories include but are not limited to race, ethnicity, color, religion, sex, national origin, ancestry, age, order of protection status, genetic information, marital status, status as a party to or member of a civil union under the terms of the Illinois Religious Freedom Protection and Civil Union Act, disability (including qualifying medical conditions), sexual orientation, gender identity, gender expression, citizenship or immigration status, arrest record status, unfavorable discharge from the military, or veteran status.

For purposes of this Agreement, discrimination is defined as being subject to different treatment based on membership in a protected classification and to thereby experience an adverse employment action.

For purposes of this Agreement, harassment is a form of discrimination and unwelcome conduct based on an individual's status within a Protected Classification. The unwelcome conduct may be verbal, written, electronic or physical in nature. Harassment is when the unwelcome conduct is based on one or more of the protected classifications, and is either (1) sufficiently severe or pervasive; and (2) objectively offensive; and (3) unreasonably interferes with, denies, or limits a person's ability to participate or benefit from employment opportunities at the University; or performed by a person having power or authority over another in which submission to such conduct is made explicitly or implicitly a term or condition of employment opportunities at the University.

The above definitions may be amended by the mutual agreement of both parties during the duration of the contract.

Each assistant is entitled to make their own personal decision with respect to Union or other employee organization membership, without intimidation or coercion. The University and the Union agree that no assistant shall be discriminated against, intimidated, or coerced in the exercise

of any rights granted by the Illinois Educational Labor Relations Act, or by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the union. The Union reserves the right to exclude non-members in the internal and external affairs of the Union including but not limited to GEO bargaining sessions, meetings, activities, events and communications as long as those exclusions conform with the provisions of the Illinois Educational Labor Relations Act. Graduate Assistants shall not face retaliation for pursuing a grievance against the University.

Assistants are encouraged to resolve complaints of discrimination utilizing the Procedural Guidelines for Handling Discrimination and Harassment Complaints Under the Nondiscrimination Policy at the University of Illinois at Urbana-Champaign. Assistants shall be allowed to select a GEO representative to assist them in the processes under the Procedural Guidelines. Assistants retain the right to resolve complaints of discrimination or harassment under the Grievance Procedure to determine if a violation of the collective bargaining agreement occurred and appropriate remedies, if any, within an Arbitrator's control. An assistant must choose whether a particular complaint will be resolved using the Grievance Procedure within twenty (20) business days following an occurrence on which the complaint is based.

The parties recognize where there are issues involving potential sexual misconduct policy violations, potential Title IX violations or where there is a potential imminent safety impact to the individual or campus, the matter shall be referred to Office for Access and Equity separate from the grievance procedure.

In all cases involving the OAE process, once an investigation is commenced and until a written finding is rendered, the Union through Illinois Human Resources - Office of Labor and Employee Relations may request a status update after thirty (30) days and every thirty (30) days thereafter. This status update will include an estimate of the additional time required to complete the process.

The Union shall designate two (2) assistants to meet with University officials from Illinois Human Resources - Labor and Employee Relations and from the Office for Access and Equity once per year for the purpose of providing input to the University with respect to the campus nondiscrimination statement.

IV. Appointment Terms

A. Eligibility for Assistantship Appointments

1. A TA or GA must be enrolled as a student and in good academic standing in a graduate program at UIUC and meet other applicable requirements.

2. Campus policy does not require students who hold summer assistantships to be registered during the summer if they were registered for the immediately preceding spring semester or are registered for the immediately following fall semester. However, campus policy permits individual departments to require their students who hold summer assistantships to register for a specified minimum number of units during the summer as part of the students' academic programs.

3. 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, in its sole discretion, cancel the assistantship appointment. Cancellation under this section shall not be subject to appeal under the Grievance Procedure.

B. Information about Assistantships

1. In order to make information available to graduate students about assistantship opportunities, the Graduate College maintains an Assistantship Clearinghouse website: http:/www.grad.illinois.edu/clearinghouse/. This website may include (or provide a link to) the information stipulated in B.2.

2. Units employing or anticipating the employment of TAs or GAs are encouraged to maintain posted information about openings, such as information about the:

a. Name or location of an office where inquiries or applications may be made.
b. Types of TA or GA positions that typically are available.
c. Procedure(s) to apply for TA and GA positions, including (if applicable) deadlines for submission of application.

3. Units will allow applicants to submit, in writing, course placement preferences.

C. Required Documentation

All appointments are contingent upon the student's compliance with documentation requirements for employment. Currently these requirements include (for students 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 after the offer of appointment is made and, in every case, before the assistant performs any services associated with the appointment.

The University shall continue to explore the feasibility and legality of including a self-describe option or prefer not to say option on demographic fields for required forms. The University will provide the Union a summary upon request regarding the procedures and actions taken related to implementing a self-describe or prefer not to say option on demographic fields according to the applicable federal, state and University guidelines. If a determination is made that the self-describe option is both feasible and legal, the University shall make a good faith effort to implement these changes.

D. Notice of Appointment

1. All newly appointed and re-appointed TAs and GAs shall be notified in writing of their appointment title, the major components of their assignments, wages amount, dates (duration) of service (including any mandatory or optional orientation sessions), the supervising official in the department, and the full time equivalency (FTE) of the appointment as soon as practicable, preferably at least thirty (30) days before the start of the Fall or Spring appointment. Such notification shall include a statement that the position is subject to a collective bargaining agreement between the Board of Trustees of the University of Illinois and the Graduate Employees Organization covering benefits and wages, hours, terms and conditions of employment which may be found at the following web address: http://humanresources.illinois.edu/ or http://www.uigeo.org/join.

Additionally, information shall be provided regarding accessing work accommodations. A represented graduate assistant who does not receive a notice of appointment from the employing department within the timeframe set forth above may request an explanation from the Illinois Human Resources Labor and Employee Relations (LER) as to why the notice was delayed. Upon receiving such a request, LER will review the request to determine the underlying circumstances for the delay. If the underlying circumstances warrant a remedy, then the sole remedy for an assistant who does not receive a notice of appointment within the timeframe set forth above beginning in the Spring Semester 2019 and subsequent years of the contract, that assistant will receive a gross payment of one hundred dollars ($100**)** during the appointment term, upon request by the graduate employee. Assistantship appointments that are not extended within the timeframe set forth above that are due to a change in course offerings and result in additional appointment being offered will not warrant remedy.

Additional information about tuition and fees applicable to all graduate students may be obtained from the following websites:

a. Office of the Registrar: http://www.registrar.illinois.edu/
b. Graduate College: http://grad.illinois.edu/gradhandbook

Because tuition and fee waivers may vary between units and programs, employing units are encouraged to explain their tuition and fee waiver policies as part of their websites and make information available to incoming students. Assistants are encouraged to seek information regarding the tuition and fee waiver policies that are specific to them from their academic unit and/or the Graduate College.

2. For those assistants whose tuition waiver may be subject to tax withholdings, additional information regarding the waiver shall be contained in the Notice of Appointment letter provided to them. If a unit or department fails to include this information in the Notice of Appointment letter, and if the union files a grievance pursuant to Article XVIII of this collective bargaining agreement because of that omission, the sole remedy for the grievance shall be that the unit or department will issue a new Notice of Appointment letter that includes the omitted information.

In some cases, tax withholdings may result in the assistant receiving substantially reduced or even no take-home pay for one or more pay periods. To plan for this possibility, assistants may want to consider consulting a financial and/or tax advisor.

3. The University will make a "Net Pay Calculator" available on the internet for potential and current Graduate Assistants to estimate their tax withholdings. The results from the "Net Pay Calculator" are estimates only and should not be relied upon as professional financial and/or tax advice. For such advice, an assistant may want to consider consulting a professional financial and/or tax advisor. Currently, this "Net Pay Calculator" is available at: http://www.obfs.uillinois.edu/payroll/.

4. The Labor and Employee Relations Office will make available to departments information regarding the tax withholding issues related to graduate assistant appointments. The information may be in the form of a template letter of appointment for use by appointing units that employ graduate assistants, or some other document.

E. Acceptance

A student who has been offered a TA or GA appointment is required to confirm acceptance to the department in writing (including electronic mail), within the time period specified by the department. If an offer has been made to an assistant for one or more specific periods in an academic year and the assistant has accepted the offer and met the conditions of the offer and the position is later unavailable, the University will notify the assistant of the reasons for the appointment being unavailable and the assistant will be placed in an appointment with equivalent compensation as the position originally offered and accepted. Once accepted, terms of the appointment (e.g., wages, percent-time, dates of appointment) may not be changed except by mutual agreement between the department and assistant or as otherwise provided for in this Agreement. Assignments and duties may be changed at the discretion of the department, with notice to the assistant.

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 dismissal.

F. Duration of Appointments

An assistant shall be appointed for a specific period of not less than one semester or for a special limited purpose. A "special limited purpose" appointment is employment that covers unforeseen needs that arise during a semester that may be for less than one semester. In all cases, employment ends at the expiration of the specific period as specified in the appointment letter or when the special limited purpose is completed.

G. Resignation/Release

If an assistant wishes to resign after acceptance of an appointment, the assistant must provide a minimum of fourteen (14) calendar days' notice prior to the effective date of resignation. In addition, 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.

H. Renewal of Appointments

TAs and GAs whose academic progress and service record have been determined to be satisfactory are eligible for reappointment at the sole discretion of the department, based on the past performance of the assistant, availability of funds and the University's determination of the need for services. Departments are encouraged to communicate with assistants concerning plans or prospects for new assistantship appointments after the term of their current appointments end. However, a new appointment is not guaranteed unless and until the department issues to the student the notice of appointment described in Section IV D above. Departments have differing policies on the length of time students may hold assistantships and sometimes limit the total number of semesters that an assistant may serve. In accord with the University's standard of excellence, TAs and GAs must maintain a high standard of performance in their duties, as solely determined by the appointing unit, in order for their assistantships to be renewed.

I. Procedure for Unsatisfactory Performance

When assistantship performance is unsatisfactory, the assistantship duties may be reduced and appointment fraction and pay may be reduced correspondingly, or the assistant may be dismissed. In cases where assistantship performance is unsatisfactory, the matter will first be discussed with

the assistant prior to any action being taken. An assistant shall be given two (2) business days advance notice of such a discussion. An assistant shall be entitled to the presence of a Union Representative at such a discussion if they have reasonable grounds to believe that the results of the discussion may be used to support disciplinary action against them and requests the Union representation.

If the University determines that the existing situation can be corrected by the assistant and is of such a nature that correction is appropriate, the assistant will be given not less than seven (7) calendar days from date of discussion to make the correction. A written summary of such a discussion will be available at the written request of the assistant provided the request is received within five (5) business days of the discussion. The summary shall be provided two (2) business days of the request.

J. Dismissal

Dismissal is termination of an assistantship during a semester or other period of appointment. The parties recognize the authority of the University to dismiss or take other appropriate disciplinary action against an assistant for just cause, which shall include but not be limited to the following reasons: failing to attend mandatory orientation or other sessions; engaging in misconduct in the performance of University duties or academic activities; neglecting or refusing to perform assigned duties; demonstrating unsatisfactory performance; violating University regulations or policies; violating University regulations or policies related to discrimination and harassment; acting outside the appropriate exercise of University responsibilities so as willfully to physically harm, threaten physical harm to, harass or intimidate a visitor or a member of the University community with the effect of interfering with that person's performance of University duties or academic activities; or damaging, destroying or misappropriating property owned by the University or any property used in connection with a University function or approved activity. Dismissal may result from an accumulation of minor infractions as well as for a single serious infraction. The assistant will be provided with written notice and an opportunity to respond to the Unit Executive Officer prior to dismissal.

A supervisor alerted to the possibility of misconduct by an assistant shall attempt to resolve the issue and clarify the facts directly with the assistant. Discipline shall be issued in a private manner so as not to cause embarrassment to the assistant. Discipline short of dismissal may be taken which may include a Written Reprimand. A Written Reprimand shall state the facts supporting the discipline and be in the form of an official, signed letter. The assistant will be provided with an opportunity to respond to the supervisor and, if desired, to the Unit Executive Officer. Discipline in the form of a Written Reprimand is not required prior to seeking to dismiss an assistant.

If any discipline is taken against an assistant, the assistant will receive a copy of the disciplinary action within five (5) business days.

When an investigatory interview is appropriate, the University shall give the assistant three (3) business days advance notice of its intent to hold an investigatory interview. An assistant shall be entitled to the presence of a Union Representative during any investigatory interview if they have reasonable grounds to believe that the results of the interview may be used to support disciplinary action against the assistant and requests the Union representation.

K. Appeals

If a disciplinary action results in a Written Reprimand, a grievance may be submitted beginning at Level 2 of the Grievance Procedure, provided the grievance is submitted in writing within the twenty (20) business days following notice of the determination.

If a determination results in a dismissal or a reduction in fraction of employment and pay during the term of appointment, a grievance may be submitted beginning at Level 2 of the Grievance Procedure, provided the grievance is submitted in writing within twenty (20**)** calendar days following notice of the dismissal or reduction. In the event of arbitration, if the arbitrator does not find for the University, the arbitrator may only make a finding of fact and award pay but not reinstatement. Such pay shall not exceed an amount that the assistant would have earned from the date of dismissal to the end of the term of appointment.

V. Orientation and Training

A. Campus and departmental responsibility

The campus and the units that appoint teaching and graduate assistants are jointly responsible for providing appropriate orientation and continuing training programs for the assistants they appoint. Appointing units are responsible for defining the requirements and duties of TAs specific to their disciplines and job duties for GAs. TA duties vary widely across campus and within departments, ranging from classroom teaching and lab instruction to individual instruction and grading. GA duties primarily support administrative functions and range from clerical and technical duties to advising and outreach.

In the interest of promoting a sound and mutually beneficial relationship between the Union and the University, and in recognition of Public Act ("Act") 101-0620, Section 6. sub-section (c-10)(1)(C), the University shall arrange with the GEO mutually agreed upon dates and times within the first two weeks of fall semester employment, or later if agreeable to both parties, to schedule a Union presentation that follows the conclusion of the Labor & Employee Relations (LER) sponsored campus-wide assistantship new hire orientations. At these campus-wide orientations and following the Union's presentation, the Union shall have the opportunity to address newly hired assistants and to arrange separate meetings on an individual basis, or in small groups, with newly hired assistants. Under the Act, the Union may meet individually with the newly hired assistant for up to one hour without loss of pay or leave time of the assistant. A Mass Mail will be sent to represented graduate employees, drafted in conjunction with the GEO, informing them of the orientation{s). The Union may also request to set up an information table at the location of any campus-wide assistantship orientation programs offered by the Center for Teaching Excellence (CTE) and any campus-wide orientation offered for international graduate students by the Office of International Student and Scholar Services (ISSS). Such request shall not be unreasonably denied.

B. TA orientation or pre-service training

Mandatory orientation or pre-service training is provided to teaching assistants prior to their first term of service as a TA. The campus-wide TA orientation program covers topics such as the role of the teaching assistant, pedagogical theory and practice, and diversity in the classroom. Campus-wide TA trainings shall include information related to healthcare, childcare, and disability accommodations. Departmental orientation programs focus on discipline-specific content and

teaching practices. Course-specific information is provided by the instructors or directors of courses to which TAs are assigned.

C. TA continuing or in-service training

Appointing departments or course supervisors are required to explain to their TAs the nature of the in-service training program in which they are required to participate. Throughout their service as teaching assistants, TAs participate in staff meetings with their faculty supervisors and other TAs assigned to the same course. These meetings provide formal and informal opportunities to address with peers and supervisors any problems and concerns, to clarify the department's and supervisor's expectations for TAs, and to develop the TAs' skills as teachers. Through these meetings TAs may request more information or individual attention to address subjects and skills where they feel the need for improvement, and supervisors may identify areas that need improvement and devise means of addressing these areas (e.g., additional discussions of pedagogical strategies and techniques, micro-teaching, class visitation to provide feedback about progress, visiting classes taught by other TAs to observe their teaching).

For a classroom TA, an important component of training and development is direct observation of the TA's teaching by a faculty supervisor or other staff member, often a more experienced TA. Such a class visitation is followed by a meeting between the TA and the observer to discuss observations and suggest improvements. The first visit to a TA's class shall be scheduled at least 24 hours in advance. Subsequent visits may be scheduled or unscheduled.

D. GA training

The units that appoint graduate assistants are responsible for providing appropriate training related to their assistantship duties. Campus-wide GA trainings shall include information related to healthcare, childcare, and disability accommodations.

E. Attendance

Attendance at mandatory orientation or training activities is required for continuation of a teaching or graduate assistantship. In the event that mandatory training begins before an assistant's appointment term, the assistant will be compensated at a rate proportional to the assistant's wages for time spent in training only.

F. Oral English proficiency of international students

Separate and apart from English proficiency admission requirements, Illinois law requires that all instructors at the University of Illinois be orally proficient in English. All non-native English speaking graduate students applying for appointments as teaching assistants at the University must first satisfy the English proficiency admission requirements of the Graduate College and the admitting academic unit. In addition, prospective assistants must satisfy the Campus oral English proficiency requirement. Campus has established a minimum acceptable score for standardized and on-campus English proficiency exams that is required of all non-native speakers of English serving in instructional roles. (https://linguistics.illinois.edu/testing/oeai). The oral proficiency requirement may be satisfied by earning the minimum required score on any of the approved oral English proficiency screening assessments (offered by an external testing service or on campus).

During the term of this Agreement, the University will review the exception criteria, including but not limited to countries of origin, previous professional experience, and previous academic degrees.

The University will provide the Union a summary annually about the procedures and actions taken in this regard.

Prospective teaching assistants are encouraged to take the oral proficiency testing prior to admission. The costs of that assessment (fees imposed by the testing service) shall be borne by the prospective teaching assistant or may be borne by the admitting academic unit of the University.

If a unit makes a written offer which is conditioned on the student satisfying the oral English proficiency requirements for teaching established by the campus and the appointing academic unit, then the offer must state that condition as part of the terms of the appointment. If a unit makes a written offer of a teaching assistantship to a student and does not state the condition of satisfying the oral English proficiency requirements for teaching, and the student accepts the offer in writing, but subsequently fails to satisfy oral English requirements, then so long as the student has met the other conditions of the offer, the unit must appoint the student to a non-teaching position with equivalent compensation and duration as the position originally offered and accepted. Such assistant will not be allowed to provide instruction until a passing score on an approved oral English proficiency test has been achieved.

Students who fail the on-campus oral proficiency test will be required to participate in an approved proficiency training program prior to sitting again for the on-campus test. Units may require such assistants to repeat the proficiency training program and the test. The University shall make approved, on-campus English language proficiency training programs available at no cost to the prospective assistant

VI. Evaluations

A. Performance of TAs and GAs will normally be reviewed at least once during the academic year or term of the appointment, whichever is greater.

B. Appointing units shall inform new TAs and GAs of their evaluation procedures during orientation or at the beginning of the appointment and inform re-appointed TAs and GAs of the evaluation procedures upon beginning new assignments or when evaluation procedures are changed. Evaluations shall be based on the assistants' performance of assistantship duties.

C. Evaluations of teaching may include input from sources such as: (1) student evaluations of the teaching performance of a teaching assistant; (2) faculty and staff review of the assistant's performance; (3) scheduled and unscheduled classroom observations; and, (4) self-review.

D. Supervising faculty are encouraged to informally discuss a TA's performance with the TA on an ongoing basis throughout the appointment period. The faculty supervisor may provide a formal evaluation for the TA's personnel file in the department, in which case a copy must be provided to the assistant and so noted on the evaluation.

E. Supervisors of a GA are also encouraged to informally discuss a GA's performance or the appointment period directly with the GA. The supervisor may provide a formal evaluation for the GA's personnel file in the department, in which case a copy must be provided to the assistant and so noted on the evaluation.

F. An assistant may request that their supervisor observe the assistant's work performance and/or provide a written evaluation. The supervisor will use their best efforts to conduct such

observation and/or provide a written evaluation to the assistant (once per semester) within a reasonable period of time, normally thirty (30) calendar days. If the supervisor is unable to conduct such an observation, or to provide a written evaluation during a reasonable period of time, a notice detailing that the assistant requested evaluation but this request was not fulfilled shall be placed in the assistant's personnel record maintained by the appointing unit, if requested by the assistant.

G. Assistants shall have the opportunity to comment in writing upon any written evaluations provided by faculty and staff, including their department supervisors. Such comments shall be placed in the assistant's personnel record maintained by the appointing unit. The evaluation material in the personnel record shall be signed and dated by the author(s) and may be signed and dated by the assistant indicating the assistant has received a copy of the evaluation. If an assistant signs their evaluation, the assistant shall have the option to request the following disclaimer: "Assistant's signature confirms only that the supervisor has discussed and given a copy to the Assistant and does not indicate agreement or disagreement."

VII. Hours of Work

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.

B. It is understood that assistants in this 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. 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.

D. If an assistant reasonably believes that their duties routinely require hours which will cumulatively exceed the hours of effort required by the appointment percentage over the full term, they must raise the matter within ten (10) business days from the point the assistant deems the cumulative workload to be excessive with their department supervisor. Upon meeting with the assistant, if the department supervisor concludes that the assistant is working excessive hours based on their assigned FTE, the supervisor may suggest with the assistant's cooperation, that the assistant meet with and be mentored by more experienced assistants or other academic staff members in order to develop strategies for completing the assigned duties at a high level of quality in time contemplated by the assistant's FTE appointment. Further, the supervisor may determine: (1) that certain duties be reduced and/or reassigned to others; (2) the assistant's FTE be increased with the consent of the assistant; or (3) the assistant's FTE be reduced with the consent of the assistant; and/or (4) that the assistant be reassigned to a different position.

An assistant may appeal the department supervisor's final determination in writing to the Unit Executive Officer (UEO) within five (5) calendar days of the determination. The UEO will review the department supervisor's determination and issue a letter to the assistant either agreeing with, modifying or reversing the determination within five (5) calendar days of the appeal. If the remedy is not acceptable to the assistant, a grievance may be submitted beginning at Level 2 of the

Grievance Procedure, provided the grievance is submitted in writing within the twenty (20) business days following notice of the determination.

VIII. Use of University Resources

An assistant may not utilize University of Illinois' course materials, curricula, facilities, resources, or other materials in non-University activities. The Union may use University facilities in accordance with the Illinois Educational Labor Relations Act (115 ILCS 5/3(c)).

IX. 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 appointment fraction and duration of employment upon appointment for all assistants, including whether assistants will be re-appointed and, if so, the terms and conditions governing such reappointment;

(4) to determine the number of assistants to be appointed or reappointed;

(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 within the bargaining unit;

(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 rules 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 to comply with state and federal law;

(13) to utilize personnel, methods, and means in the most appropriate and efficient manner possible as determined by the University; and

(14) to perform all other functions inherent in the administration, management, and control of the University.

B. 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, instructional materials, the nature and form of assignments required including examinations and other work; (c) methods of instruction; (d) class size; and (e) 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; and,

(3) to make academic evaluations and determinations of assistants' progress as students, including the fulfillment of degree requirements.

C. Nothing contained in this description of Employer's rights waives the Union's right to collectively bargain mandatory subjects of bargaining not covered by this Agreement.

X. Employee Rights

A. An employee's department or unit shall make arrangements for the employee's access to their office, lab, studio or similar work place and to the building containing that work place.

B. Each department or unit shall make available a designated mailbox for employees to receive mail.

C. A department or unit will provide telephone and internet access while working in campus facilities and suitable workspace, as necessary for the fulfillment of the employee's work obligations and in accordance with any work accommodation documented by the University

D. A department or unit will provide access to supplies and equipment as necessary to fulfill the assistant's work obligation without cost to the assistant.

E. The University shall continue to comply with the Illinois "Nursing Mothers in the Workplace Act" (820 ILCS 260) and related laws and University policies regarding breast-feeding in the workplace. Specifically, the University "shall make reasonable efforts to provide a [private] room or other location, in close proximity to the work area, other than a toilet stall" (820 ILCS 260/15) for employees who are nursing mothers.

F. The University shall make a good faith effort to make accommodations for international assistants experiencing difficulties acquiring the documentation necessary for employment. This shall include the use of temporary control numbers or other means to process the employment information of international employees, and may include an offer of deferred employment.

XI. Expenses

A. Travel

When assistants are required by their appointing units to travel in relations 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. Equipment

Assistants shall not be expected to pay for equipment necessary for the fulfillment of work-related duties. Nor shall assistants be expected to pay for 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.

XII. Distribution of Information

A. The University shall notify all new assistants hired to work in the categories covered by this contract that the Union is the exclusive representative for all employees described in Article II.

B. The University will notify the Union of the name, Net ID, local address and phone number, department of employment, job classification, appointment title, percentage assistantship, wages, office address and telephone number, and email address in electronic format of all new appointments in the classifications covered by this contract within five (5) working days after the first pay date in each semester. An update in the same format shall be given to the Union on a monthly basis thereafter. The Union may request additional reports which will not unreasonably be denied.

C. The Union shall have the right to utilize campus mail under University policy. At the request of the union, but not more than once a semester, Illinois Human Resources may send a University approved email drafted by union to assistants holding positions covered by the bargaining unit. Information may include links to the union's website, social media, upcoming events and activities; however, such email shall not directly seek membership, be political or defamatory in nature.
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D. The Union shall furnish the University with a full list of elected officers within five working days of the first payroll. An update on any changes shall be given to the University on a semester basis thereafter.

E. The Union shall not redisclose an assistant's personal information obtained from the University to any other party without the prior written consent of the assistant.

F. Pursuant to the Illinois Education Labor Relations Act, the Union may request copies of documents in the possession of the employer for purposes of contract negotiations and administration. Any such request shall be in writing directed to the Labor and Employee Relations Section of Illinois Human Resources. Providing that the request is not overly burdensome and not protected by legal privilege, the University will respond to any such request by either: a) providing copies of relevant documents, or b) allowing the Union an opportunity to review the relevant documents on site and the right to have specific documents copied based on this review.

XIII. Personnel Files

A. The University's Campus Labor and Employee Relations Office maintains the official personnel file for covered assistants. The University may maintain other official personnel files.

B. Assistants will be permitted to review their official personnel file(s) pursuant to provisions of the Illinois Employee Access to Records Act (820 ILCS 40/1 et seq.). All files shall be open, accessible, and available for an assistant's review, except for records which are not required to be produced under this Act, within seven (7) days of such request. If authorized by an assistant in writing, the Union may also review the official personnel file(s) pursuant to relevant provisions of this Act. 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.

C. Neither the files nor any of their contents shall be copied or otherwise made known to any person outside the University without the assistant's written permission or as otherwise allowed by law. Unless a release of a file is ordered to a party in a legal action or arbitration, disciplinary reports or other records of disciplinary action which are more than four (4) years old shall not be disclosed.

D. Assistants may dispute information in the file(s) and if unable to reach an agreement with the University on correcting or removing that information, may submit a statement to be attached to the disputed material as long as it is part of the file(s).

E. Personnel record information which was not included in the personnel record(s) but should have been as required by Act shall not be used by the University in a grievance or arbitration proceeding. However, personnel record information which, in the opinion of the grievance hearing officer or an arbitrator, was not intentionally excluded from the personnel record(s) may be used by the University in the proceeding if the assistant agrees or has been given a reasonable time to review the information. Material which should have been included in the personnel record(s) shall be used at the request of the assistant.

F. Records relating to the grievance process, such as appeals, responses, and settlement documents, shall be maintained separately from the TA or GA personnel file(s).

XIV. Wages

Section A. New Appointments

During the term of this collective bargaining agreement (August 16, 2022 through August 15, 2026), the following wage provisions shall apply:

In Year 1 of the contract (August 16, 2022 through August 15, 2023), assistants will be paid no less than the campus minimum for assistants, which shall be $21,230/year for a 50% appointment on a 9 month service basis. The minimum in this year of the contract shall be awarded retroactively effective August 16, 2022.

Effective Year 2 (Academic Year 2023-2024), assistants will be paid no less than $22,080/year for a 50% appointment on a 9 month service basis or an amount equivalent to the previous year's minimum increased by the percentage increase announced by the Chancellor and Provost as part of any campus-wide general salary program for FY 2024, whichever is greater.

Effective Year 3 (Academic Year 2024-2025), assistants will be paid no less than $23,000/year for a 50% appointment on a 9 month service basis or an amount equivalent to the previous year's minimum increased by the percentage increase announced by the Chancellor and Provost as part of any campus-wide general salary program for FY 2025, whichever is greater.

Effective Year 4 (Academic Year 2025-2026), assistants will be paid no less than $24,200/year for a 50% appointment on a 9 month service basis or an amount equivalent to the previous year's minimum increased by the percentage increase announced by the Chancellor and Provost as part of any campus-wide general salary program for FY 2026, whichever is greater.

Appointments of different duration or percentage shall be figured proportionally.

The parties agree that the assistant's appointing unit may pay above the minimum wages and that this amount may vary from unit to unit.

Section B. Re-Appointments

For each year during the term of this Agreement, the minimum percent increase for assistants who are reappointed into the same job in the same unit as the assistant held in the previous semester (summer excluded) or within the three previous academic years, will be zero percent (0%), or the increase determined by the campus wage program announced by the Chancellor and Provost for that academic year of the reappointment, or, if applicable, will be the increase represented by the campus minimum established by this agreement for the year of the reappointment, whichever is greater. The wage will not be less than the campus minimum.

For the first year (August 16, 2022 through August 15, 2023) of this Agreement, all reappointed employees shall be eligible to receive a six percent (6.0%) increase. Such increase shall be awarded retroactively effective August 16, 2022.

The parties agree that the assistant's appointing unit may pay above the minimum wage or the minimum percent increment for a continuing assistant and that this amount may vary from unit to unit.

XV. Fee Waivers

Assistants holding a qualifying assistantship will receive a waiver of the Academic Facility Maintenance Fund Assessment (AFMFA) Fee, Library/Information Technology Fee, and Service Fee. Effective Fall 2023, Assistants holding a qualifying assistantship will receive a waiver of the Transportation Fee and the International Student Fee, if assessed. During the term of this Agreement, if the General Fee increases more than $25 any semester, the Union reserves the right to bargain the impact of the additional increase.

Beginning Summer 2023, the University will explore the feasibility of delaying due dates of fee payments.

XVI. Tuition Waiver

Tuition waivers will be guaranteed to teaching assistants and graduate assistants holding a .25 to .67 full-time equivalent (FTE) appointments. 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. The policy under which the tuition waiver for a student is governed will be referenced in the offer letter that is extended to the student.

Except as otherwise specifically modified by the terms of this provision, nothing contained within this Agreement diminishes the role of the faculty through shared governance in creating, developing, setting the direction for or designating academic programs at the University.

XVII. Health Care

A. All Assistants covered by this agreement are eligible for health care benefits described below:

(1) Coverage through McKinley Health Center and Counseling Center: Assistants shall have access to the McKinley Health Center and Counseling Center. The University will pay 100% of the student Health Service fee. Assistants may purchase coverage for any person in accordance with the applicable rules and regulations governing such coverage.

(2) Individual Health Insurance Coverage: Assistants are eligible for coverage under the University's Graduate Student Health Insurance plan for which they must pay their share of the Student Health Insurance Fee or shall document that they have other health insurance coverage equivalent to the University plan. The University will contribute eighty-seven percent (87%) of the cost of the Student Health Insurance Fee towards the payment of that fee each semester (fall, spring, summer) for assistants holding an assistantship who chooses to be covered by the University plan, and the assistant will be responsible for paying the remaining balance of that fee. Assistants may purchase coverage for any person covered under the health insurance plan in accordance with the terms of this Agreement and applicable rules and regulations governing such coverage. Information about coverage may be obtained from the student insurance office.

From Summer 2023 onwards, assistants who do not have a summer waiver-generating appointment, but who held one in the previous spring, will receive a summer automatic waiver if they register in the summer term.

The summer automatic waiver will provide the same tuition waiver and a waiver for the following fees: Service Fee, AFMFA Fee, Library/Technology Fee, 87% of the Health Insurance Fee and a full waiver of the Health Service Fee. Beginning Summer 2024, the waiver of the Transportation Fee and the International Student Fee, if assessed will be included.

The University shall give the union notice if the University elects to move to a two enrollment period (Fall & Spring). The University will continue to contribute eighty-seven percent (87%) of the cost of the Student Health Insurance Fee towards the payment of that fee each semester and the Spring enrollment period will cover the Summer time period.

(3) Dependent Health Insurance Coverage: The University will pay twenty-five percent (25%) of the cost of the premium for the health insurance coverage of one (1) dependent of the covered graduate student for each academic term during which the graduate student holds a qualifying assistantship and elects dependent coverage. Effective Fall 2023, the University will pay forty percent (40%) of the cost of the premium for the health insurance coverage of one (1) dependent of the covered graduate student for each academic term or enrollment period during which the graduate student holds a qualifying assistantship and elects dependent coverage. Effective Summer 2023, the University will also pay forty percent (40%) of the cost of the premium for the health insurance of one (1) dependent for graduate students with a summer automatic waiver and elects dependent coverage.

(4) Vision Insurance: Costs of the vision program for assistants will be borne by the University and will be paid in accordance with the program's provisions. Assistants may purchase vision coverage for any person covered under the vision insurance plan in accordance with the terms of this Agreement and applicable rules and regulations governing such coverage.

(5) Dental Insurance: Costs of the dental insurance program for assistants will be borne by the University and will be paid in accordance with the program's provisions. Assistants may purchase dental coverage for any person covered under the dental insurance plan in accordance with the terms of this Agreement and applicable rules and regulations governing such coverage.

B. 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, or other program provisions so long as such alteration does not conflict with a provision of this Agreement.

C. The Union shall designate two (2) assistants to meet with University officials responsible for campus health services at least annually 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 at the University.

XVIII. Child Care

The University will provide information regarding the child care resources available to graduate students through a website currently accessible at https://www.odos.illinois.edu/student-parents/ and will reference that website in its offer letters to covered graduate employees.

XIX. Dues Deduction

Section 19.1. Upon receipt of a written and signed authorization card the Employer shall deduct the amount of Union dues certified by the Union and/or other authorized deductions set forth in

such card and any authorized increase therein, and shall remit to the Union at the address designated by the Union. The Union shall notify the Employer of any increase in dues at least 30 calendar days before the effective date of the increase.

Section 19.2. Indemnification

Section 19.2 (a). In the event of any legal action against the Employer 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:

1. The Employer notifies the Union promptly, in writing, and permits the Union to intervene as a party if it so desires.
2. The Employer 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.

Section 19.2 (b). The Union shall indemnify and hold harmless the Employer, 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 Employer for the purposes of complying with the above provisions of this Article, or in reliance of any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

Section 19.2 (c). 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 Board.

Section 19.3 The Union may request information related to the deduction status of an assistant or assistants covered by this Agreement and the University shall respond in a timely manner.

XX. Leaves and Holidays

A. Paid Leaves

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 work days each year at the percentage they are appointed, with a maximum accumulation of 48 work days at the percentage of their appointment. Vacation days are earned based on two days of vacation for each month of service to a maximum accumulation of 48 work days. The scheduling of vacation time is determined with the supervisor and may include time taken during semester breaks, at the discretion of the employing department.

B. Sick Leave

Assistants are eligible for 13 (thirteen) noncumulative and non-compensable work days of sick leave at the percentage of their appointment for each appointment year, whether they are appointed on a 9 (nine) month or 12 (twelve) month basis. Graduate students appointed to one-semester assistantships earn 6.5 days of sick leave at the percentage of their appointment.

For the purpose of determining a sick leave day, a day shall be a scheduled work day that contains scheduled work commitments including but not limited to lectures, recitations, labs, office hours and staff meetings.

Assistants must promptly notify the department head or supervisor so that arrangements for coverage of duties can be made and the usage recorded. Assistants are subject to University policies (contained in the Campus Administrative Manual) concerning use of sick leave.

C. Parental Leave

Eligible assistants are entitled to up to six (6) weeks of paid parental leave 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. In addition, the eligible assistant's entitlement to leave expires at the end of the appointment in which the qualifying event occurs. The leave is to be taken in a single block of time that must be taken immediately following the birth or placement of a child.

Parental leave will be counted as part of the twelve week entitlement accorded by the Family and Medical Leave Act (FMLA) for FMLA-eligible individuals and may be used in conjunction with other paid or unpaid leaves for which the individual is eligible.

D. Jury Duty

Assistants are eligible for leave of absence without loss of pay for the duration of jury duty or for service as a witness in response to a subpoena which is related to an assistant's past or current duties, 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.

An assistant summoned as a juror or as a subpoenaed witness related to their past or current University duties 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.

E. Military Leave

Military leave shall be in accordance with applicable state and federal law, and University policy.

F. Bereavement Leave

Assistants are eligible to receive five days of paid leave to grieve, travel, and attend a funeral or ceremony following the death of the assistant's:

- Parent or Guardian
- Sibling
- Spouse
- Domestic Partner
- Civil Union Partner, as defined under the Illinois Religious Freedom Protection and Civil Union Act, is available to same-sex and opposite sex partners

- Child, including a child of a domestic partner or civil union partner
- Grandparent
- Grandchild, including a grandchild of a domestic partner or civil union partner
- Individual in a biological, adopted, foster, legal ward, step or *in loco parentis* relationship
- In-law (grandparent-, parent-, sibling-, and child-in-law), including a relative of a domestic partner or civil union partner (grandparent, parent, guardian, sibling, and child)
- Member of the assistant's household

Assistants are granted one day of paid leave, and up to three paid days total with supervisory approval, for a relative other than the above who is not a member of the employee's household –, sibling of parent or guardian, child of sibling or cousin of the assistant. (Such relatives are regarded as members of the immediate family only if in residence in the assistant's household.)

Relationships existing due to marriage will terminate upon the death or divorce of the relative through whom the marriage relationship exists. Current marital status will be defined in accordance with the laws of the state of Illinois. Similarly, relationships existing due to a domestic partnership or civil union will end upon termination of that partnership or union.

Assistants seeking bereavement leave may ask their supervisor to temporarily modify their work schedule so as to allow them time to attend the funeral, for travel and bereavement leave up to five workdays. A request for such leave must be submitted to and approved by the assistant's department and shall not be unreasonably denied.

Assistants are encouraged to contact their supervisor or their unit's human resources as soon as possible following a death to discuss their bereavement leave options and to allow the department adequate time to modify work schedules, if necessary. Any concerns or issues relating to the handling of a bereavement leave request may be directed to the Labor and Employee Relations Office.

Nothing herein shall be interpreted to limit the rights of an eligible Assistant under the Illinois Family Bereavement Leave Act.

G. Coverage Responsibility

If an assistant must be absent from work, it is the assistant's responsibility to follow established departmental policies and procedures. This may include a responsibility to inform the assistant's supervisor in advance of the absence, to explain to the supervisor the reason for the absence, to secure the supervisor's approval of the absence, and to follow the employing unit's policies concerning arranging for substitutes to perform the assistant's duties.

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 Employer and subject to such terms and conditions as the Employer 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. Assistants may request a religious

accommodation for observances outside the campus holiday schedule through the Office of Access and Equity at https://illinois-accommodate.symplicity.com/public_accommodation/.

J. Family Medical Leave Act of 1993

Assistants may be eligible for leave under the Family Medical Leave Act of 1993 ("FMLA") and applicable rules and regulations. In compliance with the Family and Medical Leave Act of 1993 ("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. FMLA leave may be paid or unpaid and is governed by the requirements and procedures set forth in University, Campus and Departmental FMLA policies.

K. Immigration

If an assistant is unable to report to work as scheduled for a short period of time to attend a required meeting or a proceeding before a governmental agency due to an immigration related matter, the assistant may request that their schedule be revised or covered by another assistant in an effort to accommodate their need for time off. Such requests must first be directed to the assistant's immediate supervisor, who shall strive to accommodate the request. If the supervisor is unable to accommodate the assistant's request for time off, then the assistant may seek guidance from the unit's human resources office, who shall strive to accommodate the assistant's request. If the assistant's need for time off or an adjusted schedule cannot be accommodated, the parties acknowledge and agree that the assistant may not necessarily be compensated for unfulfilled work responsibilities during scheduled work hours.

If an assistant is unable to report to work for an extended period of time due to an immigration related matter, such as when the assistant is not permitted to return to the United States or lacks the proper visa status to be lawfully employed within the United States, the parties acknowledge and agree that the University may not compensate the assistant for unfulfilled work responsibilities during scheduled work hours and the University may not be able to leave the position unfilled while the immigration matter is being addressed. Once the assistant who is unable to report to work for an extended period of time due to an immigration-related matter is able to return to campus and be lawfully employed, the University will make a good faith effort to place the assistant in the same or another tuition waiver-generating appointment if one is available for which the assistant is qualified. In addition, while the visa/work permit is being processed by immigration authorities, the university will make a good faith effort to make the position available.

XXI. Grievance Procedure

A. Grievance Definition and Applicability

A grievance is a complaint filed by an assistant or group of assistants (grievant(s)) alleging a violation by the University pertaining to the grievant of a specific provision or provisions of this Agreement.

Every assistant covered by this agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Assistants must be currently enrolled, with the exception of summer semester, to file a grievance. If the grievance is "common" to employees employed in more than one (1) department covered under this Agreement or if the grievance is of an issue whereby the Unit Executive Officer (or designee) and/or Dean (or designee) do not have authority to give the employee satisfactory redress to the grievance, the union may file or the

University may require that a grievance be filed at Level 3. When a grievance is filed at Level 3 of the grievance procedure the department(s) will receive a copy of the grievance from the union. The Executive Director of Labor Relations – Illinois Human Resources or their designee retains the right to remand the grievance to Level 1 or Level 2 if they determine that the union has misapplied the foregoing procedural requirements in filing a grievance at Level 3. If a grievance has been filed at an inappropriate level, the Union may refile the grievance at the appropriate level and must do so within twenty (20) business days from the date of notice from the Executive Director of Labor Relations – Illinois Human Resources or their designee.

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

Any individual assistant or group of assistants may at any time 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 the collective bargaining agreement then in effect and provided that the Union has been given an opportunity to be present at such adjustment.

An assistant who participates in the grievance procedure shall not be subject to discipline or reprisal because of such participation.

Meetings, conferences and hearings under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses to attend and which respects the assistant's coverage responsibility under Article XVII, Section G.

All records of grievances will be kept separate from the official personnel file maintained by the University's campus Labor and Employee Relations Office.

The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing. Any step of the grievance procedure may be waived by mutual agreement in writing. A request for an extension of time or waiver of a level within the Grievance Procedure shall be addressed to the Executive Director of Labor Relations – Illinois Human Resources for the University or to the Grievance Officer of the Union.

B. Time Limits

Failure to file a grievance within twenty-five (25) business days following an occurrence on which the grievance is based 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 right to appeal a grievance. If the University fails to respond to a grievance within the applicable time limit, the grievant may appeal the grievance to the next level. By mutual agreement, the parties may extend in writing any and all time limits.

C. Adjustment of Grievances

An effort shall first be made to adjust an alleged grievance informally between the assistant (and their union steward, if so desired) and the immediate supervisor. If an assistant is alleging that their immediate supervisor has engaged in discrimination or harassment of the assistant in violation of federal and state laws or university and campus policies, or this contract, regarding nondiscrimination and harassment in employment, informal efforts to adjust an alleged grievance shall first be attempted at the next successively higher level of supervision.

(1) Level 1. If the grievance is not resolved through informal discussion, the grievant shall have twenty-five (25) business days following an occurrence on which the grievance is based to file a written grievance with the assistant's Unit Executive Officer or designee. The written grievance must contain the following information in order to be considered eligible for processing: 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. The Unit Executive Officer (UEO), or designee from within the department, may meet with the grievant (and their Union officer or designee, if so desired) and shall give a written decision on the grievance to the grievant within ten (10) business days after receipt of the written grievance or within ten (10) business days of the meeting if one is held, whichever is later.

(2) Level 2. In the event the grievance is not resolved in 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 in Level 1. If a grievance has been appealed, the Dean or designee may meet to discuss the grievance. Within ten (10) business days after receipt of the appeal or within ten (10) business days after the meeting, whichever is later, the Dean or designee shall issue a decision to the Union and the grievant(s).

(3) Level 3. In the event the grievance is not resolved in Level 2, the decision may be appealed to the Executive Director of Labor Relations – Illinois Human Resources, or designee, provided such appeal is made in writing within ten (10) business days after receipt of the decision in Level 2. If a grievance has been appealed to Level 3, as described above, the Executive Director of Labor Relations – Illinois Human Resources, or designee may meet to hear the grievance. Within ten (10) calendar days after receipt of the appeal or within ten (10) business days after the meeting, the Executive Director of Labor Relations – Illinois Human Resources, or designee shall issue a decision in writing to the parties involved.

(4) Exception in the Case of Alleged Discrimination or Harassment: Assistants may file complaints of discrimination utilizing the Office for Access and Equity Procedures (https://oae.illinois.edu/our-services/discrimination-and-harassment/). Assistants shall be allowed to select a GEO representative to assist them in the process. Assistants retain the right to resolve complaints of discrimination or harassment under the Grievance Procedure consistent with the terms set forth in Article III – Nondiscrimination Statement.

If an Assistant is alleging that their Unit Executive Officer (UEO) has engaged in discrimination or harassment of the assistant a Level 1 grievance may be filed with the Dean of the College in which the assistant is appointed (or Executive Officer to whom the UEO reports). In the event that the assistant's UEO and the Dean of the College is the same person, the grievance may be filed with the Executive Director of Labor Relations – Illinois Human Resources or designee.

D. 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 Executive Director of Labor Relations – Illinois Human Resources within twenty-five (25) business days following receipt of the decision in 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 within ten (10) business days after the request to arbitrate, attempt to agree upon an arbitrator. In the event the parties are unable to agree upon the arbitrator within said ten (10) business day period, the parties shall jointly request the Federal Mediation and Conciliation Services (FMCS) or American Arbitration Association (AAA) to submit a panel of five (5) arbitrators, all of whom are members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the University and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator. The parties shall promptly notify the arbitrator of 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 Employer and Union 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. 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. The parties agree that the arbitrator will have the authority to oversee remedy interpretation and implementation. 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.

(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.

XXII. Health and Safety

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. This contract is subject to the University's policies on health and safety enumerated in Section V.(B) Environmental Health and Safety of the Campus Administrative Manual, as they exist on the effective date of this Agreement, or as amended, and are incorporated herein by reference.

Assistants shall report any unhealthy or hazardous work condition. 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.

Health and Safety issues may be raised and discussed during labor management meetings provided there is not an active grievance on the matter.

Upon written request from the Union, the University shall provide a report of the most recent Division of Environmental Health and Safety inspection for specified University buildings in accordance with the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq.

XXIII. Labor Management Meetings and Consultation

A. It is the joint intention of the Union and the Employer to meet on a regular basis to promote a sound and mutually beneficial relationship.

B. The University and the Union shall each designate two members to meet.

C. There shall be at least one (1) meeting each semester. Additional meetings may be called by mutual agreement. A mutually agreeable place and time will be established.

XXIV. Scope of the Agreement

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 life of this Agreement, each voluntarily waives the right, and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

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.

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

XXV. Savings Clause

Should any part or provision of this Agreement be rendered or declared illegal or invalid by operation of law or by decision of any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remaining part(s) or provision(s) of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request the University and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

XXVI. No Strike/No Lockout

There shall be no strike during the term of this Agreement. Neither the Union, through its officers or representatives, nor any assistant covered by this Agreement shall authorize, institute, participate in, aid or condone any strike, work stoppage, slowdown, or any other concerted action against or any concerted interference with the operations of the University. Any or all assistants who violate the provisions of this Article may be subject to disciplinary action, including dismissal under

Article IV, Section I of this Agreement. Nothing in this paragraph, however, shall be construed to limit participation of individual assistants in an activity that is unrelated to their assistantship duties.

If the Union, through its officials, fully performs its obligations as set forth in this provision, the University agrees that it will not file or initiate any action for damages against the Union or its officials.

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

XXVII. Duration

A. This Agreement is effective from August 16, 2022 through August 15, 2026.

This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the Agreement's expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall be undertaken without undue delay, in any event, no later than forty-five (45) days of such written notice.

B. Once the notice called for in Section A above has been given, this Agreement shall remain in full force and effect indefinitely throughout the negotiations until a new Agreement has been entered into or until an impasse has been reached pursuant to procedures of the IELRA. The preceding sentence does not entitle employees to any pay adjustments after the expiration date of this contract (August 15, 2026), unless and until such adjustments have been agreed upon and ratified by the parties.

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

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands on this the 15th day of May, 2023.

GRADUATE EMPLOYEES' ORGANIZATION

THE BOARD OF TRUSTEES OF UNIVERSITY OF ILLINOIS

BY:

Paul Ellinger 05/15/2023

Paul Ellinger Date

Vice President Chief Financial Officer and Comptroller

APPROVED:

Jami Painter 05/15/2023

Jami Painter Date
Associate Vice President for Human Resources

Thomas Riley 05/12/2023

Thomas H. Riley, Jr. Date
Executive Director, Labor & Employee Relations

5/1/23

Shari Mickey-Boggs Date
Senior Associate Chancellor for Human Resources

5/1/23

Robb B. Craddock Date
Chief Negotiator

APPROVED AS TO LEGAL FORM:

05/15/2023

Yulee Kim Date
Office of University Counsel

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Side Letter

The EMPLOYER and UNION do hereby agree to the following additional terms upon ratification of the August 16, 2022-August 15, 2026 Collective Bargaining Agreement between the Parties:

I. On the pay period covering April 16 through May 15, 2023 the EMPLOYER will retroactively compensate the difference between wages bargained and earned by all employees in a bargaining unit position in the Fall 2022 semester who are still enrolled and/or employed at the University with whichever of the following is greater:

A. the agreed upon minimum wage increases in Article XIV (A) Wages.

B. the agreed upon reappointment wage increase in Article XIV (B) Re-appointment to all members of the Bargaining Unit who were employed in a reappointed position in the Fall 2022 semester, and

II. On the pay period covering April 16 through May 15, 2023 the EMPLOYER will retroactively compensate the difference between wages bargained and earned by all employees in a bargaining unit position during the Spring 2023 semesters with whichever of the following is greater:

A. the agreed upon minimum wage increases in Article XIV (A) Wages.

B. the agreed upon reappointment wage increase in Article XIV (B) Re-appointment to all members of the Bargaining Unit who were employed in a reappointed position in the Spring 2023 semester, and

III. The UNION agrees to immediately withdraw the following with prejudice, and without a position on the merits of the cases presented

A. Unfair Labor Practice Charges against the EMPLOYER

- Case #2021-CA-0042-C
- Case #2021-CA-0063-C
- Case #2022-CA-0005-C
- Case #2023-CA-0021-C

And

B. grievance charging violations of the 2018-2022 Collective Bargaining Agreement Articles - IV.E: Appointment, XIV: Wages, and XXVII: Duration

C. The EMPLOYER and UNION Agree to divide the cost of cancellation of scheduled Arbitration in accordance with Article XXI.D.5 EXPENSES.

This agreement represents all terms and conditions agreed upon by the UNION and the BOARD, and both parties agree that these terms and conditions do not violate or alter the terms of the Collective Bargaining Agreement. This agreement shall not be precedent-setting for any other dealings between the two parties, past, present, or future

Nachi Keita
For the GEO

4/25/2023
Date

For the University

5/1/23
Date

APPENDIX A

STATE OF ILLINOIS

EDUCATIONAL LABOR RELATIONS BOARD

In the Matter of:	)	
	)	
Board of Trustees of the University Of Illinois at Urbana-Champaign,	)	
	)	
Employer,	)	
	)	Case No. 96-RC-0013-S
and	)	
	)	
Graduate Employees Organization, IFT/AFT, AFL-CIO,	)	
	)	
Petitioner.	)	

ORDER DIRECTING REPRESENTATION ELECTION

I order that the representation election be held on December 3 and 4, 2002, from 7:00 a.m. to 7:00 p.m. each day, at the University of Illinois in Urbana-Champaign, Illinois.

The purpose of the election is to determine whether the employees included in the bargaining unit described below desire to be represented for the purpose of collective bargaining by the Petitioner. The election shall be by secret ballot and will be conducted under the supervision of the Illinois Educational Labor Relations Board ("IELRB" or "Board") or its authorized agents. A Board Agent will hand a ballot to each eligible voter at the polling place when the polls are open.

The Unit for voting shall be the employees included in the bargaining unit agreed to by the parties. The bargaining unit agreed to by the parties consists of:

> Assistants who are graduate students in good standing at the University's Urbana-Champaign campus and who have appointments as either Teaching Assistants (except for the initial semester when teaching is required by the departments listed below) or Graduate Assistants; and either hold a total appointment between .25 FTE and .67 FTE, or who receive a tuition and fee waiver from an assistantship appointment. Only those hours/duties spent by a graduate employee in the satisfaction of his/her included (TA or GA) appointment will be included in the bargaining unit.

The parties have further agreed that the following personnel shall be excluded from the bargaining unit:

> Research Assistants (RA) and Pre-professional Graduate Assistants (PGA) as defined in the attached Stipulations. Teaching Assistants in the following departments will be excluded from the bargaining unit only for the first semester that they teach: Animal Biology; Biochemistry; Cell & Structural Biology; Chemistry; Germanic Languages & Literature; Microbiology; Plant Biology; and Psychology. Teaching Assistants or Graduate Assistants who are supervisors, managerial employees, confidential employees, or short-term employees as defined by the IELRA are excluded from the bargaining unit and all other employees.

The bargaining unit agreed to by the parties is an appropriate unit within the meaning of Section 7 of the Illinois Educational Labor Relations Act, 115 ILCS 5/1, 5/7 *et seq*. There are no other unresolved issues relating to the holding of an election.

All employees in the bargaining unit described above and who are employed on or before November 20, 2002 shall be eligible to vote in the election. Each employee who wishes to vote in the election shall present his or her staff identification to one of the Board Agents conducting the election. Either one of the Board Agents conducting the election or an authorized observer may challenge the eligibility of any voter.

THEREFORE, IT IS HEREBY ORDERED:

1. That a representation election be conducted, as described above;

2. That the University of Illinois furnish the Illinois Educational Labor Relations Board and the Petitioner with a list of employees eligible to vote in the election, along with the employees' respective home addresses within seven calendar days following the date on which this Order issues;

3. That any and all of the provisions of the Act and the IELRB Rules and Regulations, as well as the policies, procedures and practices of the IELRB shall control the conduct of the election and all matters ancillary thereto;

4. That copies of the Notice of Election accompanying this Order be posted on bulleting boards and in other locations where notices to employees in the bargaining unit described above are normally posted; and

5. That the stipulations as to the bargaining unit agreed to by the parties are attached hereto, and are hereby incorporated by reference as an integral part of this Order Directing Representation Election.

Dated: November 1, 2002
Issued: Springfield, Illinois

Victor E. Blackwell

Victor E. Blackwell
Executive Director

Illinois Educational Labor Relations Board
320 West Washington Street, Suite 260
Springfield, Illinois 62701-1135
(217) 782-9068

JUN - 3 2002

ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD - SPRINGFIELD

STIPULATIONS

Preamble

The Board of Trustees of the University of Illinois and the Graduate Employees Organization, AFT, IFT, AFL-CIO (GEO) have been engaged in a unit determination proceeding as a result of a petition filed by GEO to represent assistants at the Urbana-Champaign campus. After lengthy legal proceedings, including appeals to the Illinois Educational Labor Relations Board (IELRB) and the Appellate Court, the parties agreed to engage in off-the-record talks to explore settlement of the case. The focus of the talks was to identify which assistants have responsibilities and perform duties which are significantly connected to the educational programs and/or degrees which they are pursuing as graduate students (and should be excluded from a bargaining unit), and which assistants lack such a "significant connection" (and should be included in a bargaining unit).

The following stipulations represent the understanding and agreement of the parties concerning bargaining unit composition, contingent upon review and approval by each parties' constituents, and submission (in an acceptable format) to the IELRB. It is the intent of the parties to pursue the necessary steps for such review and approval, and submission to the IELRB.

I. Subject to the definitions and exclusions set forth below, the GEO and the University stipulate that the bargaining unit in which a representation election will be conducted by the Illinois Educational Labor Relations Board (IELRB) shall include assistants who are graduate students in good standing at the University's Urbana-Champaign campus and who have appointments as either Teaching Assistants (except for the initial semester when teaching is required by the departments listed below) or Graduate Assistants; and either hold a total appointment between .25 FTE and .67 FTE, or who receive a tuition and fee waiver from an assistantship appointment. The bargaining unit shall exclude Research Assistants (RA) and Pre-professional Graduate Assistants (PGA) as defined below. Only those hours/duties spent by a graduate employee in the satisfaction of his/her included (TA or GA) appointment will be included in the bargaining unit.

A. Definition of Teaching Assistants:

The duties of a teaching assistant are primarily in support of instruction, such as teaching classes; grading student assignments; leading lab or discussion groups in a course setting; developing academic instructional materials; accompanying/coaching music or vocal performances, providing artistic instruction; proctoring exams; overseeing or coordinating the work of other TAs; holding office hours; and/or tutoring students. Teaching Assistants in the following departments will be excluded from the bargaining unit only for the first semester that they teach:

Animal Biology; Biochemistry; Cell & Structural Biology; Chemistry; Germanic Languages & Literature; Microbiology; Plant Biology; and Psychology

B. Definition of Graduate Assistants:

Graduate Assistants include all other assistants whose responsibilities are not covered by the definitions of Teaching Assistant, Research Assistant or Pre-professional Graduate Assistant. The duties of a Graduate Assistant are primarily in support of administrative functions, such as:

1) clerical support (copying course materials, general office work/clerical/receptionist, correspondence, and supervising reading room);
2) 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 news letters or non-research publications, correspondence, etc.]);
3) advising (providing curricular and academic advice to students, providing support to advisors); and
4) outreach duties (recruiting students, publicizing programs and activities to campus and public constituencies, and working with/assisting with event management).

II. It is stipulated that all RAs and PGAs as defined below are excluded from the bargaining unit.

A. Definition of Research Assistants:

The duties of a research assistant primarily involve applying and mastering research concepts, practices, or methods of scholarship by such means as conducting experiments, organizing or analyzing data, presenting findings in a publication or dissertation, collaborating with faculty in preparing publications, overseeing work of other RAs, and other research activities.

B. Definition of Pre-professional Graduate Assistants:

Pre-professional Graduate Assistants (PGA) are appointed to non-TA/non-RA assistantship positions, where they primarily gain experience, practice or guidance significantly connected to their fields of study and career preparation. Students enrolled in the following programs of study and who are appointed in their enrolling unit or in any of the corresponding appointing units listed below (or successor programs or departments) may be classified as PGAs:

Enrollment	Appointment
1) GSLIS	All departments of the University Library, Mortensen Center, Library Research Center, Center for Children's Books
2) Social Work, Psychology, Educational Psychology, Community Health, Nutritional Sciences,	Student Affairs units providing counseling, social work or health related services, such as Dean of Students, Counseling Center,

Medical Scholars, Speech and Hearing Sciences, Special Education	McKinley Health Center, Housing
3) Kinesiology, Leisure Studies	DIA
4) Theatre, Music, Dance	KCPA
5) Law	University Counsel
6) Architecture	Planning, Design & Construction, Fire Service Institute
7) Journalism	News Bureau
8) Educational Organization or Educational Policy Studies	Dean of Students

University Remand Exhibit 16A illustrates which current GAs would have been classified as PGAs during Spring semester 2002. It is stipulated that other PGA positions may exist or be created (for example, as a result of creation of a new campus unit), in subsequent semesters and their inclusion/exclusion shall be subject to the process specified in Section IV.

III. Teaching Assistants or Graduate Assistants who are supervisors, managerial employees, confidential employees, or short term employees as defined by the IELRA are excluded from the bargaining unit.

IV. All assistants will be classified for the fall 2002 semester by the four categories described in this document. By October 1, 2002, the University will provide the GEO with a list of fall 2002 assistantship appointments which were made by the September 2002 pay calculation date, after which the University agrees to meet with the GEO to attempt to resolve any disagreements over the eligibility of specific assistants.

V. It is understood that these stipulations must first be reviewed and approved by each party's constituents before submission to the IELRB.

Dated this 25th day of April, 2002

For the GEO: For the University: (UIUC)

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Memorandum of Understanding

If an assistant believes that the campus test taking conditions interfered with his or her ability to satisfy the oral English proficiency requirement and the assistant holds an assistantship because his or her offer was not made contingent upon passage of the exam, the assistant shall bring such concerns to the University unit administering the test. The concern may also be raised at the University's and Union's Labor Management Meetings. As a pre-employment matter, however, this is not subject to Article XVIII, Grievance Procedure.

For the Union: Kelly Pabbott 12/19/09
(Date)

For the University: Kathleen C Sullivan 12/22/09
(Date)