

**AGREEMENT**

**by and between**

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

**and**

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

**IFT-AFT, AFL-CIO**

**Effective August 16, 2006 through August 15, 2009**

**Agreement**

**by and between**

**The Board of Trustees  
of the University of Illinois**

**and**

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

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

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## **I. Purpose**

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

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

## **II. Recognition**

A. The University hereby recognizes the Graduate Employees Organization Local 6297 IFT-AFT, AFL-CIO as the exclusive representative for wages, hours, and working conditions for all employees within the bargaining unit as certified on August 27, 2004 in Case No. 2004-RC-0012-C, as follows:

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

Excluded: All employees holding graduate assistantship appointments of less than .25 full time equivalency or greater than .67 full time equivalency or who perform the duties of a Research Assistant; supervisors, managers, and confidential employees as defined by the Act; and all other employees.

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

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

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

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

### **III. Appointment Terms**

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

To be eligible for an assistant appointment, a TA or GA must be enrolled as a student and in good academic standing in a graduate program at UIC and meet other applicable requirements. For summer assistantships, students are not required to be registered during the summer if they were registered for the immediately preceding semester or are registered for the fall semester. If an individual who has accepted a TA or GA appointment fails to enroll, withdraws or otherwise fails to maintain academic eligibility in a graduate program, the University may, at its sole discretion and not subject to appeal under the Grievance Procedure, cancel the assistantship appointment. Only degree-seeking students may be eligible for an assistantship.

#### **B. 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 and, in every case, before the assistant performs any services associated with the appointment.

#### **C. Notice of Appointment**

1. All newly appointed and re-appointed TAs and GAs shall receive a letter of appointment which specifies the appointment title, stipend amount, effective dates (duration) of service (including any mandatory or optional orientation sessions), the supervising official in the department, the full time equivalence (FTE) of the appointment, and the major components of the assignment. The general hours of work and specific work assignment will be described by the supervisor. Assignments may be changed at the discretion of the department with notice to the assistant.

2. The letter of appointment shall be issued as soon as practicable, preferably at least 45 days before the start of the appointment. All letters of appointment shall include the following statement: "The terms and conditions of employment, including but not limited to benefits and wages, for this appointment are governed by a collective bargaining agreement between the Board of Trustees of the University of Illinois and the Graduate Employees' Organization, which may be found at the following web address: [www.uic.edu/depts/hr/relations/relations.html](http://www.uic.edu/depts/hr/relations/relations.html)."

#### D. Acceptance

A student who has been offered a TA or GA appointment is required to confirm acceptance to the department in writing within the time period specified by the department. Acceptance of an appointment requires the assistant to be present and available to perform assigned duties during those dates. Failure to be present to perform assigned duties may result in the termination of the appointment. The University recognizes that there may be circumstances beyond the assistant's control, and the University may consider those circumstances in determining whether to hold open the appointment. These circumstances may include international students whose visas, or other required documents, are delayed in processing.

#### E. Duration of Employment

1. An assistant shall be employed for a specific period of not less than one semester or for a special limited purpose. A special limited purpose is employment that a) covers unexpected needs arising during a semester and whose duration is less than a semester, or b) is supported by a grant or contract whose duration is less than one semester. In all cases, employment begins and ends according to the employment period specified in the appointment letter or when the special limited purpose is complete.

2. If the position accepted by signature of the assistant for one or more specific periods in an academic year later becomes unavailable, the University shall notify the assistant of the reason for such unavailability, and the University shall ensure that the assistant is placed into a position of equivalent appointment percentage or compensation or provide equivalent compensation in lieu of the appointment for the specific period offered and accepted by signature of the assistant. No registration is required as a condition of summer employment as an assistant.

#### F. Resignation/Release

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

#### G. 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 University, based

on the past performance and service of the assistant, availability of funds, the University's determination of the need for services, or other factors. 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 accordance with the University's standard of excellence, TAs and GAs must maintain a high standard of performance in their duties in order for their assignments to be renewed.

#### H. Considerations for Appointments and Assignments

Departments may communicate which factors enhance assistants' eligibility for appointment or specific course assignments. Appointments and assignments will not be made in an arbitrary or capricious manner.

### IV. Management Rights

A. Except as specifically abridged by this Agreement, all powers, rights, and authority of the University are reserved by the University, and the University retains sole and exclusive control over any and all matters in the operation, management, and administration of the University; the control of its properties and the maintenance of order and efficiency of the workforce; and complete authority to exercise those rights and powers by making and implementing decisions with respect to those rights and powers. Such rights and powers include, but are not limited to, the exclusive right and power:

1. to determine the mission of the University, the organizational structure, and the methods and means necessary to fulfill that mission, including the transfer, alteration, curtailment, or discontinuance of any services;
2. to adopt and amend budgets and make budgetary allocations or reallocations affecting the University as a whole or any of its departments or units;
3. to establish qualifications, appoint, and determine the appointment fraction and duration of employment upon appointment for all assistants, including whether assistants will be reappointed and, if so, the terms and conditions governing such reappointment;
4. to determine the number of assistants to be appointed or reappointed and to relieve assistants from duty due to lack of work or funds;
5. to determine, assign, and schedule the type and kind of services and the work to be performed by assistants or by others, including the job content and the location of such services or work;
6. to establish, modify, combine or eliminate job classifications;
7. to determine the number, location, or relocation of facilities, buildings and rooms, and ancillary facilities such as parking lots, including the policies governing the use of such buildings, rooms or facilities;

8. to discipline, suspend, or discharge assistants for just cause;
9. to supervise, train, and evaluate assistants;
10. to determine materials and equipment to be utilized by assistants and the methods and means by which work shall be performed and services provided;
11. to establish quality and performance standards 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
13. to perform all other functions inherent in the administration, management, and control of the University.

B. The University and the Union agree that academic freedom is one of the values essential to higher education. It is further agreed, except as abridged by the specific terms of this Agreement, that the University retains sole and exclusive control:

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

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

## **V. Non-Discrimination**

A. There will not be discrimination by either the Union or University with respect to any employee because of race, creed, color, national origin, religion, sex, sexual orientation, age, disability, marital status, veteran status, ancestry, unfavorable discharge from the military, or status as disabled veteran or veteran of the Vietnam era. The parties agree

that personnel decisions including reappointment shall be based solely on job- and academic-related criteria and performance.

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

C. The University and the Union agree that the language of this Agreement shall be interpreted and applied in a manner consistent with the requirements of the Americans with Disabilities Act.

## **VI. Training**

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

B. Assistants may request additional follow-up training.

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

D. Departments may utilize returning assistants as training facilitators. Time that the assistant spends in conducting training will count toward the assistant's required hours. In the event that an assistant conducting training does so before the assistant's appointment term, the assistant will be compensated at a rate proportional to the assistant's stipend for time spent in orientation and training only.

E. Attendance at mandatory orientation/training activities is required for continuation of a teaching/graduate assistantship.

F. University regulations require all non-native English speaking teaching assistants who provide instruction to be certified by the University as proficient in oral communication in English. The University shall determine the procedures for certification. If an offer of appointment is conditional upon the student being certified by the University as being proficient in English oral communication, that condition must be stated in writing in the original offer. If a unit fails to stipulate this condition in writing in the notice of appointment and the student attempts but fails to meet the University's certification requirements, then provided the student meets all other conditions of the offer, the unit must appoint the student to a non-instructional assistantship of the same term and

compensation as the original offer. Assistants not certified by the University as proficient in English communication and those with conditional certification are required to complete a University-approved training program before retaking any certification tests. At the Union's request, once every three years, the University shall meet with the Union, if requested to discuss issues related to certification in oral communication.

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

## **VII. Evaluation**

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

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

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

D. All evaluative material to be placed in the employment file shall be signed and dated by the assistant and the supervisor. The assistant shall have the option to request the following disclaimer: "Employee signature confirms only that the supervisor has given a copy to the Employee and does not indicate agreement or disagreement."

E. Deficiencies noted in an assistant's evaluation shall include specific recommendations for improvement and may include a time frame in which the assistant is expected to remedy such deficiencies. Additional training to remedy noted deficiencies may be provided to the assistant.

## **VIII. Hours of Work**

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. The actual number of weekly hours of work are expected to vary over the course of the appointment term. An assistant may object to the workload if the assistant reasonably believes that his/her duties consistently require hours that exceed the hours of effort required by the appointment percentage over the full term or constitute an arbitrary or capricious workload. The assistant must raise the matter with his/her department supervisor within five (5) calendar days from the point that the assistant noticed the workload was regularly excessive. Following the meeting with the assistant, if the department supervisor concludes that the assistant is working excessive hours based on his/her assigned FTE, the supervisor may recommend: (1) that the assistant conform to the hours normally needed by assistants with similar duties; (2) that certain duties be reduced and/or reassigned to others; (3) that the assistant's FTE be increased; and/or (4) that the assistant be reassigned with consultation to a different position with equivalent appointment terms. Should the appropriate department supervisor fail to resolve the issue of excessive hours of work to the mutual satisfaction of both parties, the assistant shall have the option of pursuing the matter through the grievance procedure within ten (10) calendar days from the department supervisor's recommendation.

D. Employment and course assignments shall be offered to the assistant in a timely fashion and as quickly as practically possible, to allow for adequate preparation. If course assignments offered in writing are subsequently changed, the hours spent in preparation for the original assignment shall be credited for the purpose of determining workload. Course assignments shall not be made in a capricious manner.

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

F. No assistant shall be required to accept enrollees in excess of the maximum room capacity as limited by applicable law, and assistants may raise issues concerning the number of enrollees assigned with the Unit Executive Officer and/or in Labor-Management meetings.

## **IX. Additional Employment**

The parties recognize and agree that the assistant's first obligation and commitment is to the academic program and primary employing unit. Any additional employment shall not

interfere with responsibilities assigned or inherent in the assistant's position or academic program in which the assistant is enrolled at the University. An assistant may not utilize University of Illinois' course materials, curricula, facilities, resources, or other materials in non-University employment.

## **X. Employee Rights**

A. An assistant's department or unit shall make arrangements for the assistant's access to his/her office, lab, studio or classroom, or similar work place.

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

C. A department or unit will provide access to telephones, computers, internet, email, a desk or work surface and storage as necessary to fulfill the assistant's work obligations as determined by the University.

D. Any instructional materials, including grade books, required by the University for a course taught or job performed by the assistant will be provided at no cost to the assistant.

E. The supplies and office equipment, including photocopiers, typewriters, etc. of the department or unit shall be made available without cost to the assistant to the extent required by the University.

F. The University shall make a good faith effort to make accommodation for international assistants experiencing difficulties acquiring the documentation necessary for employment.

G. Assistants are entitled to use legal services that may be available to students. To the extent that assistants are performing employment duties, they are provided legal coverage as University employees as set forth under The University of Illinois Liability Self-Insurance Plan.

H. The University is committed to upholding all applicable academic standards and academic and disciplinary codes of conduct. Teaching assistants will have access to available University resources including software necessary for upholding those standards and codes, subject to the approval of the University.

## **XI. Union Rights**

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

B. The University will notify the Union of the name and address, department(s) of enrollment, job classification(s), University ID number (UIN), appointing department(s), percentage of assistantship(s), and stipend in electronic format for all new appointments in the classifications covered by this Agreement by October 1. An update shall be given to the Union on a quarterly basis thereafter.

C. The Union will be notified of all campus-wide TA and GA orientations. The Union will be placed on the agenda and be given 15 minutes at such orientations, unless the Union otherwise notifies the University.

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

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

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

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

## **XII. Stipends**

A. Effective Year 1 (academic year Fall 2006 through Summer 2007), the minimum stipend level for assistants shall be \$13,000 for a 50% FTE, 9-month appointment. Also, effective Fall '06 through Summer '07, the minimum percent increase for continuing assistants shall be 3%.

B. Effective Year 2 (academic year Fall 2007 through Summer 2008), the minimum stipend level for assistants shall be \$13,500 for a 50% FTE, 9-month appointment. Also, the minimum percent increase for continuing assistants shall be 3%.

C. Effective Year 3 (academic year Fall 2008 through Summer 2009), the minimum stipend level for assistants shall be \$14,000 for a 50% FTE, 9-month appointment. Also, the minimum percent increase for continuing assistants shall be 3%.

D. Appointments of different duration or percentage shall be figured proportionally. The parties agree that the assistant's appointing unit may pay above the minimum stipend and

minimum percent increment for continuing assistant appointments, and that this amount may vary from unit to unit.

### **XIII. Health Care**

A. All assistants covered by this Agreement are eligible for health care benefits as described below. Assistants may purchase coverage under any of the health care benefits described below for spouses and same-sex domestic partners in accordance with the applicable rules and regulations governing such coverage.

#### **B. Health Service Fee**

Assistants shall have full access to all health services provided to students such as may be provided by the Family Medicine Center, the Counseling Center, and the Wellness Center. For academic year Fall 2006 through Summer 2007, academic year Fall 2007 through Summer 2008, and academic year Fall 2008 through Summer 2009, the University shall pay 100% of the student health service fee for each assistant covered under this Agreement. The fee will only be waived for the assistant in the semester(s) or summer term the assistant has an appointment.

#### **C. Health Insurance**

Assistants are eligible for coverage under CampusCare or other current or future health insurance plans available to students. Assistants must obtain the student health insurance or document that they have other health insurance coverage equivalent to the University plan. For academic year Fall 2006 through Summer 2007, academic year Fall 2007 through Summer 2008, and academic year Fall 2008 through Summer 2009, the University shall contribute \$100 per academic year above for each assistant covered under this Agreement who chooses to be covered by the University plan.

#### **D. Vision Insurance**

For academic year Fall 2006 through Summer 2007, academic year Fall 2007 through Summer 2008, and academic year Fall 2008 through Summer 2009, costs of the vision program will be borne by the University and will be paid in accordance with the program's provisions.

#### **E. Dental Insurance**

For academic year Fall 2006 through Summer 2007, academic year Fall 2007 through Summer 2008, and academic year Fall 2008 through Summer 2009, costs of the dental program will be borne by the University and will be paid in accordance with the program's provisions.

F. During the term of this Agreement, the University has the sole discretion to alter the terms of health coverage including but not limited to coverage, carriers, or other program provisions so long as such alteration does not conflict with a provision of this Agreement. If the cost to an assistant to purchase student health insurance increases more than 15% in any given academic year, then either party may request to reopen negotiations on the health insurance provision of the article only.

G. 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.

#### **XIV. Expenses**

##### **A. Travel**

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

##### **B. Laboratory Equipment**

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

##### **C. Immunizations and Certifications**

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

#### **XV. Leaves and Holidays**

##### **A. 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 the semester breaks, at the discretion of the employing department.

## B. Sick Leave

1. Assistants are eligible for 13 noncumulative and noncompensable work days of leave at the percentage of their appointment for each appointment year, whether they are appointed on a nine-month or a twelve-month basis. Graduate students appointed to one-semester assistantships earn 6.5 days of sick leave at the percentage of their appointment.
2. 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 concerning use of sick leave, which are subject to modification from time to time.

## C. Parental Leave

Eligible assistants are entitled to up to two weeks of parental leave without loss of pay immediately following the birth of a child, or upon either the initial placement or the legal adoption of a child under 18 years of age. Eligible assistants are those who have been employed a minimum of 6 months and who hold an active appointment at the time the parental leave is taken. Parental leave will be counted as part of the twelve-week entitlement accorded by the Family and Medical Leave Act (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

1. Assistants are eligible for leave of absence without loss of pay for the duration of jury duty, on the day or days when the assistants would have otherwise been performing assistant duties. An assistant may also retain funds paid in compensation for jury duty in keeping with University policy, which is subject to change.
2. An assistant summoned as a juror shall immediately inform his/her 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 his/her 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 up to three days of paid leave to attend the funeral, for travel, and bereavement time upon the death of an assistant's immediate family, same-sex domestic partner or household member, in-laws, grandchildren, and/or grandparents; and one day of paid leave for a relative other than the above, who is not a member of the assistant's household.

#### G. Coverage Responsibility

If an assistant must be absent from work, it is the assistant's responsibility to inform the assistant's supervisor in advance 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 his/her appointment, upon request to and at the sole discretion of the University and subject to such terms and conditions as the University may establish.

#### I. Holidays

Assistants shall receive holidays off without loss of pay in accordance with the campus holiday schedule, which may be modified from time to time.

#### J. Family Medical Leave Act of 1993

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.

### **XVI. Dues Deduction and Fair Share**

A. Upon receipt of a written and signed authorization card the University 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 GEO at the address designated by the Union. The Union shall notify the University of any increase in dues at least 30 calendar days before the effective date of the increase.

#### B. Fair Share

1. It is recognized that the negotiation and administration of this Agreement results in expenses which are appropriately shared by all employees. To this end, if an employee does not join the Union within thirty (30) days of commencement of his/her duties, or the effective date of this Agreement, whichever is later, and the employee does not execute an authorization for the deduction of Fair Share, the University shall deduct the fair share fee in monthly payments as certified by the Union from the regular salary check of the employee. Such fee shall be paid to the Union by the University no later than 10 days following deduction, or as soon thereafter as practicable.

2. Religious Obligations. The parties expressly recognize the rights of nonmembers based upon their bona fide religious tenets or teachings of a church or religious body as provided for in Section XI of the Illinois Educational Labor Relations Act.

### C. Hold Harmless Provision

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

- a) the University notifies the Union promptly, in writing, and permits the Union to intervene as a party if it so desires; and
- b) the University gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

1. The Union shall indemnify and hold harmless the University, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the University for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

2. It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of willful misconduct by the Board.

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

TAs and GAs shall comply with all work rules and expectations which are developed in their appointing departments, as well as applicable University rules and policies. In performance of their University duties, all TAs and GAs will conduct themselves in a manner that is professional, courteous and conducive to a professional atmosphere in their class/laboratory or other areas.

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

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

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

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

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

### **XIX. Health and Safety**

A. The University is committed to the safety and well being of its students, staff, and the public it serves. The administration, faculty, and staff have the responsibility to promote health and safety in their environment and operations and shall do so in accordance with any and all applicable federal and state laws. Assistants shall report any unhealthy or hazardous work conditions and the University shall review the situation and attempt to resolve the matter. An assistant may refuse to work in hazardous work conditions as allowed by law.

B. The University shall make a good faith effort to schedule evening courses taught by assistants in buildings with other activity so as to ensure the safety of those assistants and their students.

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

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

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

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

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

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

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

### **B. Meetings**

There shall be at least one meeting each semester. Additional meetings may be called by mutual agreement. A mutually agreeable place and time will be established. Any resolution or agreements made as a result of these meetings shall be reduced to writing and signed by the parties.

## **XXI. Discipline and Dismissal**

A. The University agrees with the principle of positive progressive discipline intended to correct assistant deficiencies, when possible. Discipline may include oral warning, written reprimand, suspension, and, in extreme cases, reduction of assistant duties with a corresponding reduction in appointment percentage and pay. The parties acknowledge that discipline might not be progressive if the offense is sufficiently serious. Dismissal is termination of an assistantship during a semester or other period of appointment.

B. Discipline and dismissal will be 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; and damaging, destroying, or misappropriating property owned by the University or any property used in connection with a University function or approved activity. Discipline and dismissal may result from an accumulation of minor infractions as well as from a serious infraction. Discipline shall be issued in a private manner so as not to cause embarrassment to the assistant.

C. In cases of disciplinary oral warning the supervisor must inform the assistant that he/she is receiving an oral warning and must give the assistant the reasons for the warning. A pre-disciplinary meeting shall be held if discipline other than an oral warning is contemplated. The assistant shall be notified at least two days in advance in writing of the purpose of the meeting and the contemplated disciplinary action. The assistant shall

be given the opportunity to rebut the reasons for the contemplated discipline. Anonymous documents shall not be used to justify disciplinary action unless the University reasonably deems it necessary. Assistants have the right to Union representation throughout the entire disciplinary process and during any investigatory interview that may reasonably lead to discipline.

D. An assistant may appeal discipline and dismissal according to the grievance procedure outlined in this Agreement. In the case of dismissal, the Union may initiate a grievance at the third step. If a dismissal grievance is pursued to arbitration, the parties agree to expedited arbitration. In the event of a dismissal arbitration, the arbitrator, if possible, shall hear the case within thirty (30) days and deliver a decision and award within thirty (30) days thereafter. Selection of arbitrators shall follow the grievance procedure outlined in this Agreement, and in a case involving dismissal the University and the Union shall work jointly to secure a mutually agreeable arbitrator able to hear the case and deliver a decision within the time limits specified in this article. Any award of back pay shall not exceed an amount the assistant would have earned from the date of suspension, reduction in appointment, or dismissal to the end of the term of appointment. 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 back pay, including tuition and service fee waiver, but not reinstatement, unless the decision can be rendered during the initial term of appointment.

## **XXII. Grievance Procedure**

### **A. Grievance Definition**

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

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

The Union shall furnish the University with a full list of elected officials and elected officers, including grievance officer, as soon as they become available, but not later than October 1 of each academic year. The Union shall also inform the University in writing of any changes to the list of elected officials and elected officers, including grievance officer, as changes take place.

### **C. Basic Principles**

1. Every assistant covered by this Agreement or group of such assistants, or the Union shall have the right to present grievances in accordance with these procedures. Nothing contained in this section or elsewhere in this Agreement shall be construed to prevent any individual assistant from discussing a problem with the administration and having it adjusted with representation of the GEO. However, any individual assistant covered by this Agreement or group of such assistants may present grievances to the University and have them adjusted without the representation of the GEO as long as the adjustment is

not inconsistent with the terms of this Agreement and provided that the GEO has been given an opportunity to be present at such adjustment.

2. An assistant who participates in the grievance procedure shall not be subject to discipline or reprisal because of such participation.
3. Meetings, conferences and hearings under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity for necessary persons, including witnesses, to attend.
4. All records of grievances will be kept separate from the official personnel file maintained by the University's Human Resource office.
5. The Union may file a grievance at Level 3 of the Grievance Procedure (described below in Section E (3)) if the grievance affects more than one assistant and/or is common to assistants employed in more than one department covered under this Agreement or if the grievance is of an issue whereby the supervisor and/or Unit Executive Officer (UEO) do not have authority to resolve the grievance.

#### D. Time Limits

Failure to file a grievance within thirty (30) calendar days from the date of the first events on which the grievance is based, or from when the first events should reasonably have been discovered, shall constitute a waiver of the grievance. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. If the University fails to respond to a grievance within the applicable time limit, the grievant may appeal the grievance to the next level. By mutual agreement, the parties may extend in writing any and all time limits.

#### E. Adjustment of Grievances

An effort shall first be made to adjust an alleged grievance informally between the assistant (and his/her union representative, if so desired) and the immediate supervisor.

1. If the grievance is not resolved through informal discussion, the grievant shall have thirty (30) calendar days from the date of the first events on which the grievance is based, or from when the first events should reasonably have been discovered, to file a written grievance with the assistant's UEO. The written grievance should contain the following information: a specific description of the dispute, the facts giving rise to the dispute, a listing of the article and section violated, a statement as to how the article and section were violated, the date(s) of the violation, and requested remedy. The UEO, or designee from within the department, shall meet with the grievant (and his/her Union representative, if so desired) and shall give a written decision on the grievance to the grievant within fourteen (14) work days after receipt of the written grievance or within fourteen (14) work days of the meeting if one is held, whichever is later.

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 fourteen (14) calendar days after receipt of the decision in Level 1. If a grievance has been appealed, the Dean or designee shall meet to discuss the grievance. Within ten (10) work days after receipt of the appeal or within ten (10) work days after the meeting, whichever is later, the Dean or designee shall issue a decision to the Union and the grievant(s).

3. In the event the grievance is not resolved in Level 2, the decision may be appealed to the Associate/Assistant Provost (for Academic Human Resources), or designee (which may be through the Provost's office or campus human resources at the discretion of the University), provided such appeal is made in writing within fourteen (14) calendar days after receipt of the decision in Level 2. If a grievance has been appealed to Level 3, as described above, the Associate/Assistant Provost or designee shall meet to hear the grievance. Within ten (10) work days after receipt of the appeal or within ten (10) work days after the meeting, whichever is later, the Associate/Assistant Provost or designee shall issue a decision in writing to the parties involved.

#### F. Arbitration Procedure

1. Request. The Union may submit a grievance to arbitration, provided written notice of intent to arbitrate is delivered to the office of the Associate/Assistant Provost within thirty (30) calendar 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) calendar days after the request to arbitrate, attempt to agree upon an arbitrator. In the event the parties are unable to agree upon the arbitrator within said ten (10) calendar-day period, the parties shall jointly request the Federal Mediation and Conciliation Services (FMCS) or the 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 his/her selection.

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

4. Decision. The arbitrator so selected shall confer with the University and Union representatives and hold hearings promptly and shall issue her/his decision not later than

thirty (30) calendar days from the date of the close of the hearings or, if written briefs have not been waived, then from the date the final statements and proofs on the issues are submitted to her/him. The arbitrator's decision shall be in writing and shall set forth her/his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator's authority shall be limited to determining whether the University has violated arbitrable provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement nor shall the arbitrator have the authority to review any academic judgment. To the extent that the University's action is based upon academic judgment, the arbitrator shall have no authority or jurisdiction to substitute his/her judgment for that of the University and its agents. The decision of the arbitrator shall be submitted to the parties and, if it is rendered in accordance with the provisions of this section, shall be final and binding on the parties.

5. Expenses. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the University and the Union. Any other expenses incurred shall be paid by the party incurring the same.

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

Within thirty (30) days of ratification the University shall post this Agreement to its website. The University shall maintain this Agreement on its website for the duration of the Agreement.

### **XXIV. No Strike**

There shall be no strike during the term of this Agreement. Neither the Union, through its officials, nor any assistant covered by this Agreement shall cause, instigate, participate in, support, encourage, or condone any strike, slowdown, or sympathy strike. Assistants who violate this Article may be subject to disciplinary action under the terms of this Agreement.

### **XXV. Savings**

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

### **XXVI. Entire Agreement**

A. The parties agree that this Agreement constitutes the entire agreement between the parties concerning any subject covered herein; however, the parties may at any time

amend this Agreement in writing by mutual consent, as noted below. The University and the Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the University and Union, for the life of this Agreement, each voluntarily waives the right, and agrees that the other shall not be obligated to bargain collectively with respect to any subject referred to or covered in this Agreement.

B. This Agreement represents the entire agreement between the University and the Union. Any agreement(s) which supplement this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the University and the Union.

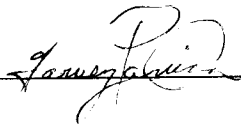
C. No past practice, course of conduct, or understanding prior to the date of ratification which varies, waives, or modifies any of the express terms or conditions contained herein shall be binding upon the parties hereto unless made and executed in writing by the University and the Union.

#### **XXVII. Duration**

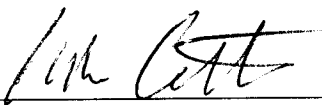
This Agreement shall become effective on August 16, 2006 and shall remain in effect until August 15, 2009. This Agreement shall automatically be renewed thereafter from year to year unless either party provides notice to the other in writing at least sixty (60) days prior to its expiration date of a desire to modify the Agreement. Negotiations for a successor agreement shall commence upon written notice and continue thereafter in accordance with the IELRA.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands on this Agreement the 7 day of July, 2006.

GRADUATE EMPLOYEES' ORGANIZATION

  
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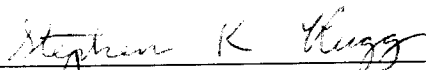
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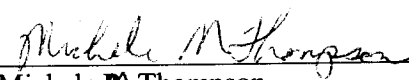
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THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

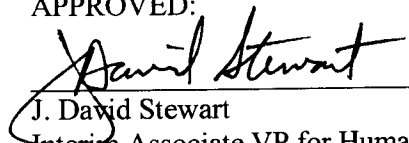
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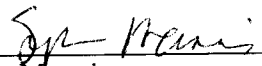
  
\_\_\_\_\_ Stephen K. Rugg  
Comptroller


ATTEST:

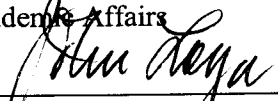
  
\_\_\_\_\_ Michele M. Thompson  
Secretary


APPROVED:

  
\_\_\_\_\_ J. David Stewart  
Interim Associate VP for Human Resources

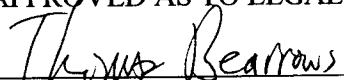
  
\_\_\_\_\_ Sylvia Manning  
UIC Chancellor

  
\_\_\_\_\_ R. Michael Tanner  
UIC Provost and Vice Chancellor for Academic Affairs

  
\_\_\_\_\_ John Loya  
UIC Vice Chancellor for Human Resources

  
\_\_\_\_\_ Thomas H. Riley, Jr.  
Chief Negotiator / Associate University Counsel for Labor and Employment Law

APPROVED AS TO LEGAL FORM:

  
\_\_\_\_\_ Thomas Bearrows  
University Counsel