

AGREEMENT

Between

The BOARD OF TRUSTEES OF SOUTHERN
ILLINOIS UNIVERSITY

And

The SIUC GRADUATE ASSISTANTS UNITED,
IEA-NEA

July 1, 2022-June 30, 2023

ARTICLE 1 PURPOSE

Section 1.1 Purpose. This Agreement has as its purpose and intent the promotion of sound and mutually beneficial relations between the University and the Union.

Section 1.2 Mutuality. 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.

ARTICLE 2 RECOGNITION

Section 2.1 Included/Excluded. Southern Illinois University ("University") hereby recognizes the Graduate Assistants United, IEA-NEA ("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 on September 26, 2006, in Case No. 2006-RC-0012-S, as follows:

Included: Graduate Student employees at Southern Illinois University Carbondale who have appointments as either teaching Assistants (TAs), Research Assistants (RAs), or Graduate Assistants (GAs), as defined by Section 2(b) of the IELRA, and all other graduate student employees with assistantships in any other title.

Excluded: All supervisory, managerial, confidential and short-term employees, and students, as defined by Section 2(b) of the IELRA and all other employees excluded under the IELRA. Excluded confidential employees include but are not limited to the following individuals: graduate assistants employed in the Office of the General Counsel, Ombudsman's office, and student legal services. Finally, the parties further agree that employees who are student workers paid by the hour for their work are not members of the bargaining unit as opposed to graduate assistants, teaching assistants, or research assistants who are appointed through the graduate school and receive stipends.

Section 2.2 Teaching Assistant Duties. 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; assisting with the design of course materials; preparing exams; proctoring and grading assignments or exams; holding office hours; note-taking; meeting special needs of students with disabilities; and/or providing any other educational activity or service.

Section 2.3 Graduate Assistant (Administrative) Duties. Graduate assistant duties include, but are not limited to, tasks primarily in support of administrative functions, such as: departmental/program office 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).

Section 2.4 Research Assistant Duties. Research Assistants work under the direction of a principal investigator and/or faculty/staff member on a research/scholarly/creative project or assignment. Duties may include, but are not limited to, the following: operating specialized equipment, such as in a laboratory; data collection, coding, or analysis; research activity in the field, in libraries, or in archives; working with collections of documents, artifacts, faunal, or botanical materials; and other duties that contribute to the execution of a research project. Research Assistants are subject to the same University-wide ethical and legal rules and policies governing their research as are faculty and staff.

Section 2.5 Principal Functions and Resolution of Disputes. 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.

Section 2.6 Exclusivity. 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.

Section 2.7 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.

ARTICLE 3 DEFINITIONS

3.1 Definitions. This Agreement shall incorporate the definitions enumerated below:

3.1.1 Assistant: The term "Assistant", "Graduate Assistant" (GA), "Research Assistant" (RA), "Teaching Assistant" (TA) or their other descriptive terms that include the word "Assistant" shall mean employee as defined herein.

3.1.2 Union: The term "Union", or "Association" shall mean the Graduate Assistants United, a labor organization affiliated with the Illinois Education Association/National Education Association, and its authorized representatives.

3.1.3 Board: The term "Board" shall mean the Board of Trustees of Southern Illinois University, its members and authorized administrative or management representatives who direct and supervise employees in their unit, most commonly referred to as Chair, Program Director or Director or other individuals with supervisory authority over Assistants.

3.1.4 University: The term "University" shall mean Southern Illinois University Carbondale.

3.1.5 Employee : The term "Employee" or "Graduate Employee" or "Graduate Student Employee" shall mean those employees specifically included in the bargaining unit set forth in Article 2 of this Agreement.

3.1.6 Employing Unit: The term "employing unit" shall mean the academic employing unit or university unit of assignment as appropriate.

3.1.7 Academic Year: The term "Academic Year" shall mean the nine (9) month period beginning on the first day of fall semester and ending on the last day of the spring semester the following year.

3.1.8 Academic Term: The term "Academic Term" shall mean a semester, including summer semester and any intersession period during which classes are offered.

3.1.9 Summer Semester: The term "Summer Semester" shall mean that period beginning immediately after the last day of spring semester and ending August 15 of each year.

3.1.9 Day: The term "day" shall mean calendar day unless otherwise specified.

3.1.10 Supervisor: The term "supervisor" shall mean the individual designated by a Department Chair/Unit Director with the authority to assign, and evaluate the non-student work of the Assistant, e.g. Fiscal Officer, Principal Investigator, Faculty member who is instructor of record, Director of Graduate Studies, etc.

3.2 Gender. Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall refer to both the masculine and feminine.

ARTICLE 4 UNION RIGHTS

Section 4.1 Representation. In accordance with Article II of this Agreement, the Union is the exclusive bargaining representative for Assistants covered by this agreement.

The Union shall be represented on the Student Health Insurance Committee and any other committees or task forces who are tasked with reviewing or altering the student health insurance available to Assistants covered by this collective bargaining agreement, the University Joint Benefits Committee, the Library Affairs Advisory Committee, University Parking Committee, and the Computing Advisory Committee. The Union President shall be solicited to provide nominees for any

present or future search committees for University President, Chancellor, Provost, and College Deans. Finally, the Union President or designee shall be invited to attend the University President's periodic meetings with constituency heads as long as such meetings are held.

Section 4.2 Union Business. Duly authorized representatives of the Union shall have access to University premises for the purposes of transacting Union business consistent with this Agreement and the Illinois Educational Labor Relations Act.

Section 4.3 Copies of Agreement. The Union shall be responsible, at its cost, to provide each member of the bargaining unit a copy of this Agreement. Within thirty (30) days of ratification, the University shall post this Agreement to its web site. The University shall maintain this Agreement on its website for the duration of the Agreement.

Section 4.4 Board Agenda and Participation at Board Meetings. For each regularly scheduled and each special meeting of the Board of Trustees, the Board shall provide the Union President or designee with a copy of the meeting agenda and the packet of non-confidential and/or non-privileged information regularly provided to Board members and as made available to the media. Such notice and information shall be provided at the same time as it is provided to other groups on the Board's mailing list to receive such information.

Section 4.5 Dues Deduction. The University shall make payroll deduction of Union membership dues from the wages of an assistant who submits to the SIUC Department of Human Resources a signed, written authorization therefore. Thereafter, the University shall make such deductions in such amounts as the Union certifies to the SIUC Department of Human Resources unless and until the assistant submits to the Department of Human Resources a written revocation of the said authorization signed by the assistant. A copy of said revocation shall be provided to the Union. An assistant who submits such a dues deduction authorization shall have no claim against the University for deductions thereafter made in accordance with this section.

If the University receives a dues deduction authorization by the fifteenth (15th) day of the month, the University will remit such dues deductions to the Treasurer of the Union by the first (1st) day of the succeeding month. Otherwise, the University will remit such dues deductions to the Treasurer of the Union by the first (1st) day of the month following thereafter.

If an assistant has no earnings due for a given pay period, the Union shall be responsible for collecting such assistant's dues for that period. The Union will notify the University's Department of Human Resources of the exact amount of the regular monthly membership amount due to be deducted within 15 days of the date this Agreement is executed, and thereafter within 15 days of the start of each academic year. The amount of said deduction shall not be subject to change for the duration of the academic year. If an improper deduction is made, and paid to the Union, the Union shall refund any such amount directly to the assistant involved. Assistants shall be provided an information sheet informing the assistant that the position is covered by a collective bargaining agreement and the appropriate contact information for joining the Union during orientation or training sessions. The Union shall provide such information sheet to the Graduate School by no later than July 1 of each year.

Section 4.6 Electronic Information Systems. During the term of this Agreement, the Union may use an (e.g. Electronic Bulletin Board, Web-Page, ListServ) on the University electronic information system to facilitate on-campus communication with its employees, provided that such usage shall be

restricted to the following: (a) notices of Union recreational and social activities; (b) notices of Union elections; (c) notices of Union appointments; and (d) notices of Union meetings, reports, minutes, information, and announcements thereof. The Union shall limit electronic posting of all Union notices on campus to these spaces. Costs incident to preparing the posting of Union material shall be borne by the Union.

The Union's use of the Board's electronic information system shall conform with applicable University rules and regulations concerning the use of the system. The Board reserves the right to restrict or prohibit the Union's usage of the Board's electronic information system in the event the Board determines that the Union has used such system contrary to the applicable rules and regulations.

Section 4.7 Union Use of Board Equipment, Facilities or Supplies. The Union may use Board equipment, facilities and/or supplies, including but not limited to copiers, telephones, e-mail, open access bulletin board space and meeting rooms. Usage of unit meetings rooms must be pre-approved, in writing by the appropriate supervisor or authorized Board personnel. Use of facilities and equipment shall not take precedence over University needs and any materials used or other costs incurred shall be reimbursed by the Union if requested by the Board.

Section 4.8 Release for GA United Business. Assistants elected or appointed to GAU positions are eligible for the following release time provision.

Section 4.8.1 Elected Delegates/Officer IEA/NEA Assembly. A Union member who is an officer or elected delegate to the IEA Representative Assembly, or the NEA Representative Assembly, as duly certified by the Association President in advance, may submit a request to his/her Dean and Department Chair/Program Director to adjust his/her work schedule in order to attend meetings of those bodies. If the Union member provides appropriate evidence in advance that s/he has accommodated his/her teaching or work schedule and students' needs, the Board shall not arbitrarily and capriciously deny such a request. A Union member attending any such meeting or otherwise acting in his/her capacity as an officer or representative of the Union shall not be a representative of the Board and shall not hold himself/herself out to others as representing the Board.

Section 4.8.2 Work Schedule Adjustment. Officers of the Union may submit a request to have their work schedules adjusted by his/her unit supervisor to attend meetings which require Union participation or representation (collective bargaining sessions, attendance at Steward Council meetings, and the attendance at Union executive committee meetings). If the Union member provides appropriate evidence in advance that s/he has accommodated his/her teaching or work schedule and students' needs, the Board shall not arbitrarily and capriciously deny such a request. Denial of any such requests based on disruption to classes or teaching shall not be considered arbitrary or capricious.

Section 4.8.3 Union Reimbursed Appointments. For the purpose of administering this Agreement, the Administration shall during each fiscal year of the Agreement provide Union reimbursed appointments for up to four graduate assistants of the Union's choosing. Such appointments shall not exceed a total of 1.50 FTE provided that no more than 2 of the assistants have .50 appointments and no more than 4 assistants have .25 appointments at the appropriate Graduate School rate for stipends, calculated as of the first day of the fiscal year. Union reimbursement will be limited to stipend and benefit costs. The graduate assistants appointed to these positions shall receive a full tuition scholarship and fee reimbursement in accordance with this Agreement.

These graduate assistants shall be appointed through the Office of the Graduate School and supervised by GA United. GA United shall provide the Administration with a list of these graduate assistants at least thirty days prior to appointment.

Section 4.9 Labor-Management Meetings and Consultation. It is the 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. There shall be at least one such 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.

Section 4.10 Orientations and Trainings. The Union shall have the opportunity to present to graduate assistants either before or after University-wide orientations or trainings required by Section 8.1 of this Agreement. The Union shall also have the opportunity to present information to graduate assistants either before or after any scheduled college or departmental pre-semester orientation or training for graduate assistants. Attendance by graduate assistants at any of the Union presentations is voluntary and shall not be considered to be part of the orientation or training. The Union shall submit the request in writing to present information in a timely fashion to the appropriate dean, chair or director, and the scheduling of any such presentation shall be determined by the dean, chair, or director.

Section 4.11 Fair Share Payments:

1. This Section shall become effective upon evidence to the Employer of fifty per cent (50%) or more of the members of this bargaining unit becoming members of the Association. In no event shall this provision become effective before September 1, 2012.
2. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Section, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues. Any such fair share fee shall be in accordance and compliance with Section 11 of the Illinois Educational Labor Relations Act (115 ILCS5/11).
3. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Employer shall deduct the fair share fee from the wages of the non-member. The Association will supply a list of unpaid Fair Share payers to the Employer and the amount of such fair share fee.
4. Such fee shall be paid to the Association by the Employer no later than ten (10) days following deduction.
5. 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 Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - (a) The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and

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

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

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 any type of willful misconduct by the Employer or the Employer's imperfect execution of the obligations imposed upon it by this Article.

7. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

Section 4.12. Bargaining Unit Lists

The Board shall provide to the Union the following information for current bargaining unit members on or before the tenth (10th) day of the Fall, Spring, and Summer semesters:

- i. Student name;
- ii. Student local and permanent address and telephone number;
- iii. Student e-mail address (SIU-issued only);
- iv. Academic unit;
- v. Major;
- vi. Dates of attendance;
- vii. Degrees and honors earned and dates; and
- viii. Title, appointing department, appointment dates, duties, and percent time of the appointment.
- ix. Campus office address
- x. Date of first hire

If a student has placed a FERPA hold on his/her information, then that student's information shall not be included in the list provided to the Association in accordance with federal law. The Board shall provide the Association with the number of Assistants who have placed a FERPA hold on their information.

Section 4.13 Office Space

The University agrees to work with the GAU to identify University office space (s) which are available for lease. If appropriate space is located the GAU shall be permitted to lease University-owned space(s) under the same terms, lease amounts and conditions as the other lessees. The parties agree that the other IEA/NEA units at SIUC may share any such leased space.

ARTICLE 5 APPOINTMENT TERMS

Section 5.1 Administrative Assistant Assignments. Notices for administrative assistant-ship positions that are available to graduate students shall be available for review at a central location on campus and on the graduate school website unless the position is to be filled by reappointment. The Board shall make reasonable efforts to ensure that any such assignments are posted for fourteen (14) days.

Section 5.2 Research and Teaching Assistant Assignments. Each department or unit that employs research assistant or teaching assistants shall post on its website the guidelines used for filling vacant assistantship positions within the department or unit. 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.

Section 5.3 Term of Appointment. The term of any appointment and assignment shall be at the sole discretion of the employing unit. An assistant's appointment shall be for a specific period, generally not less than one academic semester but may be for a special limited purpose as approved by the Graduate School of shorter duration provided that the FTE appointment shall be at least .25 FTE and no more than .75 FTE. An Assistant's appointment may be for more than one academic year. The Board, at its sole discretion, may elect to permit an Assistant to hold a 1.0 FTE assignment for a limited period of time during intersession periods. If the University provides an Assistant or a prospective Assistant with an offer letter which contains a guarantee of employment as an Assistant for a specific duration, the Assistant shall be offered such appointments equal to the duration guaranteed in the offer letter provided that the Assistant remains in good academic standing and meets the requirements for eligibility set forth by the SIUC Graduate Council and by the provisions of Section 5.5.

Section 5.4 Re-Employment Notification. The Employer, through its employing units, will notify an employee of a decision to re-employ or not to re-employ as an employee: A. by May 1 (1) for those who will be employed for the following Fall and Spring Semesters, or (2) for those who will be employed for the following Fall Semester, and B. by December 1 for those who will be employed for the following Spring Semester. If by May 1 or December 1 of each year the Board cannot definitively notify a graduate assistant of whether or not he/she will be funded the following semester, the Board will advise, in writing, about that assistant's reappointment for the following semester. Such notification will indicate the Board's best judgment about whether the graduate assistant is likely to be funded, may be funded, or is not likely to be funded. Once it has been determined that funding is available, graduate student employees will receive an updated notification as soon as possible.

Section 5.5 Eligibility for Assistantship Appointment.

5.5.1 Minimum Credit Hours. Only degree-seeking students are eligible to hold an assistantship. During fall or spring semester, an assistant must be enrolled as a student for at least eight (8) graduate level credit hours and be in good academic standing in a graduate program at SIUC, and meet all other applicable requirements. For summer assistantships, a TA, RA, or GA must be enrolled as a student for at least three (3) graduate level credit hours. Assistants with fiscal year

appointments must be enrolled for three (3) graduate level credit hours in either the preceding or trailing summer semester.

5.5.2 Credit Hour Exceptions. Doctoral students who have achieved candidacy and master's students in their last semester shall only be required to register for six (6) graduate level credit hours. An Assistant may also request to be permitted to register for less than eight (8) credit hours but at least six (6) credit hours in either a fall or spring semesters if classes are not available to the Assistant that would satisfy degree requirements or otherwise advance the Assistant's education in his/her discipline. Requests for an exemption to the credit hour requirement shall be presented to the appropriate department's Director of Graduate Studies or Chair. If the Director of Graduate Studies or Chair approves the requested exemption, he/she shall certify in writing that there are no appropriate courses available and that he/she is recommending approval of the request and shall forward it to the Dean of the Graduate School or his/her designee for review. The Dean of the Graduate School or his/her designee shall notify the Director of Graduate Studies or Chair of his/her decision.

Section 5.6 Required Documentation. Each appointment is 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 and submission of the IRS Form I-9 and other employee information forms.

Section 5.7 Acceptance. A graduate student who is offered a TA, RA, or GA appointment must confirm acceptance of the appointment in writing (which includes electronic mail) to the department, program, or other employing unit within a reasonable period of time specified by that department, program, or other employing unit. A graduate student who accepts an appointment shall be present and available to perform assigned duties on and during the dates specified in the Notice of Appointment. A graduate assistant who fails to be present and available on the first day of work without excuse may be terminated by the Board at its sole discretion. In determining whether to terminate the appointment, the Board shall consider all circumstances.

Section 5.8 Notice of Appointment. A newly appointed or re-appointed employee in this bargaining unit shall receive a copy of his/her Notice of Appointment which specifies the appointment title, stipend amount, effective dates (duration) of service, and the full-time equivalency (FTE) of the appointment and, if known the general hours of work and specific work assignment. The signed and completed Notice of Appointment shall be issued as early as practicable. Specific work assignments may be changed at the discretion of the department or program with notice to the assistant. For teaching assistants who are instructors of record for a course, the Department shall provide a tentative workload assignment by July 1 (for fall semester classes) or December 1 (for spring semester classes), provided however that the Department may, in its sole discretion, thereafter amend the tentative workload assignment if the departmental needs or funding require it. In the event of a legal strike by an exclusive bargaining representative other than the Graduate Assistants United, graduate student employees will not be used as a condition of their assistantship as a substitute or temporary employee to replace those employees engaged in a legal strike action. The Board shall not impose an increase in the workload of the graduate student employee to cover for work lost due to any legal strike action.

Section 5.9 Miscellaneous. 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.

ARTICLE 6 MANAGEMENT RIGHTS

Section 6.1 General. 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:

Section 6.1.1 Mission, Structure, Methods and Means. 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;

Section 6.1.2 Budgets. To adopt and amend budgets and make budgetary allocations or reallocations affecting the University as a whole or any of its departments or units;

Section 6.1.3 Appointments. 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;

Section 6.1.4 Number of Assistants. To determine the number of assistants to be appointed or reappointed;

Section 6.1.5 Type of Services. 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;

Section 6.1.6 Job Classifications. To establish, modify, combine or eliminate job classifications;

Section 6.1.7 Facilities. 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;

Section 6.1.8 Discipline, Suspend, Discharge. To discipline, suspend, or discharge assistants for just cause;

Section 6.1.9 Evaluation. To supervise, train, and evaluate assistants;

Section 6.1.10 Materials and Equipment. To determine materials and equipment to be utilized by assistants and the methods and means by which work shall be performed and services provided;

Section 6.1.11 Rules. To establish quality and performance standards rules for assistants;

Section 6.1.12 Tuition Waivers. To adopt and enforce policies, rules, and regulations, including rules and regulations governing tuition waivers and the work, training, and conduct of assistants;

Section 6.1.13 Personnel. To utilize personnel, methods, and means in the most appropriate and efficient manner possible, as determined by the University; and

Section 6.1.14 Inherent Rights. To perform all other functions inherent in the administration, management, and control of the University.

ARTICLE 7 ACADEMIC FREEDOM

Section 7.1 Principles. Whereas, SIU Carbondale and GA United seek to maintain and encourage, in accordance with law, full freedom of inquiry, teaching, research and publication of results the parties subscribe to Academic Freedom for faculty members. The principles of Academic Freedom are recognized as applicable to other members of the Instructional Staff, to the extent that their duties include teaching, research and publication of results, the selection of library or other educational materials or the formation of academic policy.

Section 7.2 Professional Judgment. Graduate student employees shall have reasonable latitude to exercise their professional judgment within their area of expertise in deciding how best to accomplish their assignments within the scope of the directions given by the individual's supervisor as well as fiscal and time constraints. Assistants shall also have the freedom to create syllabi, select course materials and to determine grades in accordance with Board policies unless otherwise standardized by the Employing Unit.

Section 7.3 Freedom of Expression. Within the provisions of applicable laws and University policies and subject to paragraph one above, graduate student employees are entitled to freely express in their work environment their political beliefs and/or affiliations. However, they should be careful not to introduce matter unrelated to their subject persistently into their teaching. Nothing in this Article should be understood to abridge whatever rights of academic freedom the Trustees may allow to graduate student employees.

ARTICLE 8 TRAINING

Section 8.1 Training Opportunity. The University will provide assistants such training and orientation as the law requires or the University deems appropriate. Such training may include, in addition to State mandated ethics training, such topics as classroom diversity, strategies for dealing with hostile students, methods for stimulating class discussion, teaching tactics specific to the discipline of the department or program, laboratory practices and procedures, health and safety rules and expectations, project history and expectations, research and laboratory techniques, and/or other duties related to the assistant's appointment.

Section 8.2 Discipline. Failure to attend mandatory orientation/training activities may be subject to discipline under this Agreement.

Section 8.3 English Proficiency. A TA for whom English is not the native/first language must obtain certification of proficiency in oral communication in English before the TA may begin providing teaching/instructional services pursuant to his or her Notice of Appointment. The University shall determine the procedures for certification. The University may terminate a TA who fails to obtain such certification. The University shall provide a training program for English proficiency.

ARTICLE 9 EVALUATION

Section 9.1 Performance Evaluation. If an Assistant's performance does not meet the expectations of his/her supervisor in any area, then s/he shall receive a performance. Further, an Assistant shall receive a review if s/he requests a performance evaluation from the Chair/supervisor. These performance evaluations shall normally occur at least once during the academic year or term of the appointment, whichever is greater. Performance evaluations shall be based on the Assistants' performance of assistantship duties as defined by the employing department or unit. The parties agree that if an Assistant does not receive a performance evaluation stating that s/he does not meet expectations, then his/her performance shall be deemed to have met expectations and considered evaluated.

Section 9.2 Notice. Appointing units shall inform new assistants of the evaluation procedures during orientation or at the beginning of the appointment and inform re-appointed assistants of the evaluation procedures upon beginning new assignments or when evaluation procedures are changed.

Section 9.3 Criteria. Performance evaluations shall be based upon assigned duties, and shall consider the nature of the assignment. The evaluation shall, at a minimum, rate the performance as: not meeting, meeting, or exceeding the job expectation. In the event that performance is rated at "not meeting" job expectations, specific comments on how to improve performance shall be included in the evaluation.

Section 9.4 Informal Discussion. Supervisors of an assistant are also encouraged to informally discuss an assistant's performance, or the appointment period, directly with the assistant prior to a written evaluation. If there are issues of performance, those matters should be raised at the time of occurrence.

Section 9.5 Comments. 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 employing department or 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. The signature line of the evaluation shall have 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."

Section 9.6 Deficiencies. If a performance rating indicates that the Assistant is not meeting the departmental expectations, the formal evaluation report shall include specific recommendations for improvement or correction of any deficiencies identified, and may include a time frame in which the

assistant is expected to remedy such deficiencies. The University may require an assistant to obtain additional training to remedy noted deficiencies.

ARTICLE 10 HOURS OF WORK

Section 10.1 Expectations. 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 and research. When an Assistant's work assignment involves teaching or research that the Assistant must perform to fulfill her or his academic requirements, then the direct supervisor shall provide clear guidelines for paid work hours consistent with the paid duties as outlined in Section 2.2 [Teaching], or Section 2.3 [Administrative], or Section 2.4 [Research]. 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.

Section 10.2 Hours Per Week. The appointment level (full time equivalency or FTE) shall be based on the appointing department's/program's determination of the amount of time it should normally take to perform the assigned duties. The parties understand that an assistant with a 0.5 FTE (half-time) appointment will devote an average of 20 hours per week over the course of the appointment. The parties expect that assistants with other standard FTE appointments (pursuant to Article 5) will perform work for a proportionately greater or lesser average number of hours per week. The parties acknowledge and expect that the actual number of hours of work that an assistant provides in a given week may vary over the course of the appointment in order to meet the average number of hours standard for the appointment FTE. Assistant's shall be notified of any duties, required training, or other required work that they must attend or perform during University breaks or holidays within the first two weeks of their appointment period.

Section 10.3 Objection. 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 over the full term of appointment. The assistant must first raise such an objection with his/her department/program supervisor in writing within fourteen (14) calendar days from the date that the assistant reasonably noticed or should have noticed that the workload was consistently excessive. The appropriate Board representative will meet with the assistant to discuss the matter and attempt to resolve the matter by means of an adjustment of time, or appointment FTE, or combination thereof. If the matter is not resolved to the satisfaction of the assistant within five (5) calendar days after the meeting, the assistant may file a grievance pursuant to the Grievance Procedure.

Section 10.4 Changes in Workload. Significant changes in features of a graduate student employee's workload (such as class size, number of sections or courses taught, or number of students assigned) shall be structured in such a way as not to increase the graduate student employee's expenditure of time beyond the number of hours specified in the graduate student employee's contract (e.g., switching from essay to multiple choice, adding graders) and shall be discussed by the Board with the graduate student employee involved. Changes in employing unit workload distribution shall be discussed with all affected graduate student employees.

Section 10.5 Closed Class Cards. The employing unit shall inform the TA the method(s) for handling closed class cards and person(s) who are authorized signers.

ARTICLE 11 ADDITIONAL EMPLOYMENT

Section 11.1 Job Not Covered by Agreement. No Assistant shall be denied the right to work at a job not covered by this Agreement, provided such employment does not (i) interfere with the Assistant's fulfillment of all terms and conditions of his or her assistantship, (ii) interfere with the Assistant's ability to make satisfactory academic progress toward his/her degree, or (iii) violate any Board or Graduate School policies.

Section 11.2 Job Covered by Agreement. Nothing in this Agreement shall be construed to prevent an Assistant from holding more than one position covered by this Agreement provided such employment does not (i) interfere with the Assistant's fulfillment of all terms and conditions of his or her assistantship, (ii) interfere with the Assistant's ability to make satisfactory academic progress toward his/her degree, or (iii) violate any Board or Graduate School policies.

ARTICLE 12 EMPLOYEE RIGHTS

Section 12.1 Access. The Board shall provide assistants access to facilities, services, texts and instructional support required for the position. The Board may provide the following:: (i) access to desk space; (ii) access to local telephone service and computer with internet access for work purposes; (iii) reasonable storage space; (iv) ability to receive mail; (v) office supplies; (vi) access to text, reading and/or educational materials required for instructional purposes; (vii) access to printing facilities for job related duties.

Section 12.2 Mailbox. An assistant shall have a method for receiving mail.

Section 12.3 Instructional Materials. Any instructional materials, including grade books, required by the University for a course taught by or materials for any other job performed by the assistant will be provided at no cost to the assistant. Further, the Board shall provide access to software that the Assistant is required to use as part of his/her assistantship at no cost to the Assistant.

Section 12.4 Visa. The Board shall assist foreign national assistants who seek to obtain an appropriate visa in light of the Notice of Appointment, provided however, that the Board has no obligation to ensure that an assistant obtains such a visa. The Board has no obligation to an assistant who fails to obtain a visa that allows the assistant to fulfill the proposed appointment, and the Board shall have no obligation to pay fees or expenses incurred by the assistant to obtain or maintain an appropriate visa or permanent residency status except to the extent otherwise required by law.

Section 12.5 Liability Plan. Assistants shall have the same legal coverage that other University employees have under The Southern Illinois University Liability Self- Insurance Plan.

Section 12.6 Non-Retribution. In accordance with State law, neither the Board nor its representatives shall retaliate, take retribution, or otherwise intimidate or discriminate against an assistant who exercises his/her rights under the terms of this Agreement or under federal or state laws.

Section 12.7. Non-Discrimination. In accordance with applicable state and federal laws and regulations and subject to applicable legal precedent, the Board and the Union are committed to the principles of equal employment opportunity and affirmative action. Neither the Board nor the Union

shall discriminate against any employee with respect to hiring, firing, rate of pay, work assignment, or any term or condition of employment for reasons of race, religion, color, national origin, ancestry, sex (including sexual harassment), sexual orientation (including gender identity), age, marital status, pregnancy, physical or mental disability, veteran or military status, or political affiliation. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state or federal law, including the Americans With Disabilities Act (ADA). Likewise, in accordance with the applicable state and federal laws and regulations and subject to applicable legal precedent, the Board and the Union are committed to the principles of equal employment opportunity, affirmative action, and freedom from sexual harassment.

The parties agree that any accommodation made with respect to job duties or any term or condition of employment shall apply only to the person accommodated in the particular situation and shall not apply to any other employee. The fact that any person is accommodated, and the manner and method of such accommodation, shall be without precedent and therefore may not be used or relied upon by any person for any purpose at any time.

The parties agree that the Association may grieve on behalf of a complainant to appeal any adverse determination by the Board.

Alleged violations of this Article may be grieved up to the Chancellor pursuant to the provisions of Article 20 or appealed pursuant to the applicable Procedures but shall not be subject to arbitration.

ARTICLE 13 STIPENDS AND BENEFITS

Section 13.1. Stipends:

Section 13.1.1 Salary Increase Fiscal Year 2023 Effective July 1, 2022, the stipend schedule for assistants covered under this Agreement shall be increased by a percentage equivalent to that reallocated by the employer for increases for Civil Service range employees on the Carbondale campus, excluding School of Medicine, for FY 2023.

Section 13.1.2 Proportional Appointment. Appointments of different duration or percentage shall be calculated proportionally.

Section 13.1.3 Grant Funding. Appointments in which the salaries are paid by grant funds shall not receive the increases provided herein if sufficient grant funds are not available. If the grant does not provide for increases in the assistant's salary as stated in subsection A of this Article, the assistant shall receive increases as provided in the grant. The Union shall have the right to review the relevant grant documentation. All new grant proposals submitted by the University shall include increases as provided under this Agreement.

Section 13.1.4 Unit Increases. Nothing in this Section is intended to prohibit individual units from increasing the unit stipend above the minimum amounts stated in subsections A through C of this Section.

Section 13.2 Health Care.

Section 13.2.1 Student Health Fee. All assistants covered by this Agreement are eligible for such health care benefits as the University provides other students at the same cost and upon the same terms and conditions.

Section 13.2.1 Health Coverage- University and Union Rights. 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 any change in the health care benefits reduces the current coverage, then the Union may demand to bargain such reduction in coverage.

Section 13.2.2 Union Designees to Meet With Campus Health Services. The Union shall designate two (2) assistants to meet at least annually with University officials responsible for campus health services for the purpose of providing input and recommendations to the University with respect to the University's student health insurance program.

Section 13.3 Emergency Short-Term Loans. In accordance with current University policies and practices, the University agrees that assistants who otherwise meet the loan criteria shall be eligible for short-term emergency loans of up to Six Hundred Dollars (\$600.00). These loans shall be re-paid within ninety (90) days. If an assistant fails to re-pay the loan in a timely manner, the assistant agrees that the University may collect payment for the loan in any manner provided by law, including withholding payments from the assistant's stipend check as a garnishment.

Section 13.4 Tuition Scholarships. All assistants except students seeking a J.D. (Juris Doctorate) or LLM and medical students seeking an M.D. (medical degree) shall receive a full tuition scholarship and a tuition scholarship for up to nine (9) hours in the summer. If an assistant voluntarily terminates his/her assignment or is terminated by the University for cause as defined in Article 19.2 or fails to maintain academic eligibility, the assistant shall refund a pro-rated amount of the tuition scholarship received for the semester in which the assistantship was cancelled.

Section 13.4.1 Tuition Scholarships for Joint J.D. Degrees. A. The provisions of this section apply to the following concurrent degree programs as defined in the 2018-2019 Graduate Catalog:

- i. JD/MBA (Master of Business Administration)
- ii. JD/MAcc (Master of Accountancy)
- iii. JD/MSED (Master of Science in Education, Higher Education)
- iv. JD/MPA (Master of Public Administration)
- v. JD/MSW (Master of Social Work)
- vi. JD/MS in Electrical and Computer Engineering
- vii. JD/PhD in Political Science

The parties agree that Graduate Assistants enrolled within the specific concurrent programs listed in this section shall not be precluded from seeking and receiving an Assistantship and tuition waiver associated with the "non-JD / School of Law" portion of the concurrent degree

program, excluding the joint JD/MD degree. Any such tuition waiver shall be limited to academic credits taken as part of the non-JD / School of Law portion of the program (i.e., any waiver is limited to academic credits taken outside of the School of Law).

In the event that future joint/concurrent J.D. degree programs are instituted, nothing in this language shall be interpreted to exclude graduate Assistants enrolled in such programs from seeking and/or receiving a tuition waiver associated with the “non-JD / School of Law” portion of such concurrent degree program the University creates in the future.

Section 13.5. Twelve Month Payment Option. All graduate student employees who hold at least a .5 FTE nine month (9) academic year appointment may elect to have their salary distributed over twelve (12) months provided that their appointments are paid on a State account. Salary shall be distributed over nine (9) months unless employees notify the University in writing (according to University guidelines) that they have elected the 12 month pay option.

ARTICLE 14 EXPENSES

Section 14.1 Immunization and Certification. If an immunization or certification is required for an assistant to perform the functions of an appointment, the cost for such immunization or certification shall be borne by the University.

Section 14.2 Travel. When an assistant is required by his/her appointing unit to travel in relation to his/her assistantship duties, the University shall reimburse the assistant for such travel.

Section 14.3 Laboratory Equipment. An assistant shall not be expected to pay for laboratory equipment necessary for the fulfillment of work-related duties. Nor shall an assistant be expected to pay for laboratory equipment that is broken or damaged in the execution of approved or authorized work-related duties.

ARTICLE 15 LEAVES AND HOLIDAYS

Section 15.1 Paid Leaves and Vacations, and Holidays. Assistantships typically require services on a 9-month or semester-by-semester basis, and some assistants will have separate summer appointments for part or all of the summer. Assistants on such appointments do not earn any vacation. The Board shall give Assistants who are appointed on a fiscal year (12-month) appointment accrue 12 work days of vacation each year, reduced by the percentage of their appointment. I.e. a Full Time Equivalent appointment (FTE) of .25 equates to 3 vacation days, a .5 FTE equates to 6 days of vacation and a .75 FTE equates to 9 vacation days. If an assistant were to work 2 days a week and takes one week of vacation, they would only be charged 2 days of vacation, worked ½ a day every day of the week and took a vacation the employee would be charged 2.5 days of vacation. For Assistants on a 12 month contract, the 12th day of vacation will accrue the same day the 11th day accrues. Vacation time shall not accrue and any unused vacation time shall not be compensated - unless the Assistant receives back to back annual contracts, in which case the Assistant's vacation shall accrue. The supervisor shall approve requests for vacation time. All such requests for vacation time shall be made as soon as practicable but in any event in advance of the requested date of vacation time. Holidays recognized by the University are not chargeable to vacation benefits.

Section 15.2 Sick Leave.

Section 15.2.1 Rate and Percentage of Appointment. Assistants on fiscal year (12 month) appointments and academic year (9 months) appointments are eligible to receive non-accruable sick leave benefits based on a rate of one (1) workday per month. Workday leave is based on percentage of appointment (i.e. 0.25= 2 hours, 0.50=4 hours, 0.75=6 hours). Sick leave shall be available to the Assistant from the beginning of the appointment.

Section 15.2.2 Notification and Documentation. Assistants unable to work because of illness or injury must promptly notify their supervisor so that arrangements for coverage of duties can be made and the usage recorded. Assistants with sick leave are subject to applicable University policies concerning use of sick leave, including documentation of an illness from a physician or other acceptable source.

Section 15.2.3 Unused Days. Unused days shall not be compensated.

Section 15.3 Jury Duty.

Section 15.3.1 Eligibility. Assistants are eligible for leave of absence without loss of pay for performance and fulfillment of jury duty on the day or days when the assistants would have otherwise been performing assistant duties.

Section 15.3.2 Notification and Documentation. An assistant summoned as a juror shall immediately inform his/her supervisor of the need to be absent. Assistants who are called for jury duty shall discuss with their supervisor whether jury service will conflict with their contractual obligations 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.

Section 15.4 Military Leave. Military leave shall be in accordance with applicable State and federal law, and University policy.

Section 15.5 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. Upon request of the assistant, up to an additional four (4) days may be granted by the employing unit. A day of leave under this section shall be based on the percentage of appointment. For example, a day of leave for an individual with an appointment of 0.25 shall be equal to 2 hours; a day of leave for an individual with an appointment of 0.50 shall be equal to 4 hours.

Section 15.6 Coverage Responsibility. If an assistant must be absent from work, it is the assistant's responsibility to inform his/her 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 policies of the employing department/program concerning arranging for substitutes to perform the assistant's duties.

Section 15.7 Personal Leave of Absence. An assistant may be granted other paid and/or unpaid leave of absence, including but not limited to parental leave, during the term of his/her appointment, upon request to and at the sole discretion of the University and subject to such reasonable terms and conditions as the University may establish.

Section 15.8 Holidays. Assistants shall receive holidays and any other scheduled campus closures off work without loss of pay in accordance with the published University Employee Campus Closure and Holiday Schedules, which may be modified from time to time. If an Assistant is required to work during one of these holidays or closure days, the University shall make arrangements for the Assistant to receive an equal amount of time off at another time during the appointment.

Section 15.9 Family Medical Leave Act. The Board shall comply with the Family Medical Leave Act of 1993. FMLA leave shall be granted in accordance with the SIUC procedures.

Section 15.10 Immigration Proceedings. In the event an Assistant is unable to meet employment obligations because the Assistant is compelled to participate during working hours in immigration procedures pertaining to self, spouse, domestic partner, or child, such an absence shall be without loss of compensation. In this connection, the Employee shall provide the University with written verification from the involved governmental agency including times and dates relevant to the absence.

ARTICLE 16 WORK RULES AND OBLIGATIONS

Assistants shall comply with all reasonable work rules and expectations that are promulgated in their appointing unit in addition to general applicable University rules and policies. In performance of their duties, all assistants will conduct themselves in a manner that is professional, courteous and conducive to a professional atmosphere in their classrooms/laboratories and other areas.

ARTICLE 17 ACCESS TO PERSONNEL FILE

Section 17.1 Main File. Personnel files for each assistant shall be maintained in accordance with the SIUC Policy on Personnel File approved August 2, 1995. The file shall contain only information related to the assistant's employment and shall not include materials related to the assistant's academic performance or unit evaluations. An assistant shall be notified in writing by the University whenever disciplinary material is added to his/her personnel file. An assistant shall have the right to add explanatory material to his/her personnel file, as allowed by law.

Section 17.2 Signature. The assistant's signature on disciplinary correspondence confirms only discussion or receipt of that material, and indicates neither agreement nor disagreement. Records relating to the grievance process, such as appeals, responses, and settlement documents, shall not be maintained in the Department of Human Resources personnel file.

Section 17.3 Review. An assistant shall be permitted, upon request, to review his/her personnel file (up to two times in any calendar year) in accordance with the Personnel Record Review Act (820 ILCS 40/1 et seq.). If authorized by an assistant in writing, the Union may also

review the file up to two times per year. 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.

Section 17.4 No Record. 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.

ARTICLE 18 HEALTH AND SAFETY

Section 18.1 Safety. The University is committed to the safety and wellbeing 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 to their supervisors and the University shall review the situation and take such action that it deems appropriate, if any.

Section 18.2 Costs. The University shall pay the cost of, supply, and maintain all safety items required by law or University rule.

Section 18.3 Imminent Threat. An assistant shall not be required to work in conditions that pose an imminent threat to his/her health and safety. All work by an assistant shall be performed in conformity with applicable safety standards. Should an assistant become aware of a condition he/she believes is unhealthy or dangerous, he/she shall immediately report the condition to his/her supervisor or administrator and, if appropriate, the Environmental Health and Safety Department or campus law enforcement.

ARTICLE 19 DISCIPLINE AND DISMISSAL

Section 19.1 Progressive Discipline. The University agrees with the principle of progressive discipline intended to correct assistant deficiencies when possible. Discipline may include oral warning, written reprimand, suspension without pay, reduction of assistant's duties with a corresponding reduction in appointment percentage and pay, and dismissal. The parties acknowledge that progressive discipline is inapplicable where the offense is sufficiently serious. Dismissal is termination of an assistantship during the term of an appointment.

Section 19.2 Just Cause. Discipline and dismissal will be for just cause. Examples of just cause include, but are not be limited to, the following: failing to attend mandatory orientation, training 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 of assigned duties; violating University regulations or policies; violating University regulations or policies on discrimination and harassment; acting outside the appropriate exercise of University responsibilities so as to cause or threaten physical harm to, harass, or intimidate a visitor or a member of the University community; damaging, destroying, or misappropriating property owned by the University or any property used in connection with a University function or approved activity; and failing to maintain appointment eligibility, including but not limited to academic standing. Discipline and dismissal may result from a single serious infraction or from an accumulation of infractions.

Section 19.3 Oral Warning. In cases of disciplinary oral warning, the supervisor must inform the Assistant that s/he is receiving an oral warning and must give the Assistant the reasons for the warning. When reasonably possible, prior to imposition of discipline other than an oral warning, a meeting shall be held with the Assistant upon at least two days advance written notice stating the purpose of the meeting and the contemplated disciplinary action. At the meeting, the Assistant shall have the opportunity to rebut the reasons for the contemplated discipline.

Section 19.4 Written Notice. The immediate supervisor or other administrator shall give the Assistant written notice of the specific deficiencies in performance before terminating an Assistant for unsatisfactory performance of job duties, unless the failure to satisfactorily perform duties results in risk to the students, staff, or property of the University. As part of the written notice of the specific deficiencies, the immediate supervisor or other administrator shall also include suggestions for improvement. Prior to dismissal for cause, the Assistant should be given two written notices accompanied with adequate opportunities to improve performance, unless the failure to satisfactorily perform results in risk to the students, staff, or property of the University in which case immediate dismissal may be appropriate. If the immediate supervisor is providing written notice of performance deficiencies, then the Chair/Director shall also sign the notifications and suggestions for improvement. If the unsatisfactory performance is not corrected by the Assistant and the University believes that dismissal may be appropriate, the Chair/Director shall first provide the Assistant with a pre-termination hearing.

If a pre-termination hearing is held, then the Chair/Director shall, prior to the meeting, provide the Assistant with written notice of the alleged deficiencies and an explanation stating the basis for the charges. The Assistant may present reasons or evidence, either in person or in writing, stating why the termination should not take place. The Chair/Director shall then consider all evidence presented and notify the Assistant of his/her determination regarding termination. The Assistant may elect to waive, in writing, the pre-termination hearing and appeal the decision as provided in Section 19.6. If the decision is made to proceed with the termination, the relevant documentation must accompany the termination form.

Section 19.5 Anonymous Documents and Representation. Anonymous documents shall not alone be used to justify disciplinary action. The Board may use anonymous documents to initiate or assist in an investigation and may, in a hearing introduce such documents as proof of investigation but not as to proof of truth or accuracy of the charge. Assistants have the right to Union representation throughout the entire disciplinary process and during any investigatory interview that may lead to discipline.

Section 19.6 Appeal. An Assistant may appeal discipline and dismissal, other than an oral reprimand, under the grievance procedure in this Agreement. In the case of dismissal, the Union may initiate the grievance at the Provost's level. If a dismissal grievance is pursued to arbitration, the parties agree to expedite arbitration. In the event of arbitration regarding the dismissal of an Assistant, the parties shall request that the selected arbitrator hear the case as soon as possible, preferably within thirty (30) days and deliver a decision and award as soon as possible thereafter, preferably within thirty (30) days. 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 the 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 a make whole award,

including tuition waiver. The Arbitrator shall not order reinstatement to the same position in a Unit, but may order the Board to appoint the student to another position for up to one (1) additional year provided the student is otherwise qualified to be employed as an Assistant. Nothing in this Section shall give the arbitrator any power or ability to make any award related to the student's academic program or academic standing.

Section 19.7 Tuition Scholarships. If an individual who has accepted an appointment fails to enroll as a student, fails to enroll in or maintain sufficient credit hours of graduate study, withdraws, or otherwise fails to maintain academic eligibility hereunder the University may, in its sole discretion and not subject to grievance or appeal under the Grievance Procedure in this Agreement, cancel the assistantship appointment. If an assistantship is terminated or cancelled for failure to maintain academic eligibility, the assistant may be required to refund to the University a pro-rated amount of the tuition scholarship received for the semester in which the assistantship was terminated or cancelled.

Section 19.8 SIUC Smoke-Free Campus Policy. Assistants who are alleged to have violated the SIUC Smoke-Free Campus Policy or the Smoke Free Illinois Act found at 410 ILCS 82, shall not be disciplined pursuant to this Agreement. Rather, if an Assistant is alleged to have violated the Policy, he/she shall be disciplined based on their student status through the Student Conduct Code process.

ARTICLE 20 GRIEVANCE PROCEDURE

Section 20.1 Grievance Definition. A "grievance" is a dispute or difference of opinion raised during the term of this Agreement by an Assistant(s), or by the Union on behalf of an Assistant(s) who has authorized the filing of such grievance in writing, against the University involving an alleged violation of one or more provision(s) set forth in this Agreement as to such Assistant(s).

In addition, a "grievance" is a dispute or difference of opinion raised during the term of this Agreement by the Union against the University, involving an alleged violation of one or more provisions in this Agreement concerning specific Union rights under this Agreement (e.g., dues deduction; Union use of University equipment, facilities or supplies; Union access and receipt of information; etc.).

The Union may also file a grievance against the University on behalf of a class of similarly situated Assistants who have authorized the filing in writing and who have a grievance involving facts in common and alleging a violation of the same provision or provisions of this Agreement.

The failure of the Union to file a grievance in instances where an Assistant does not authorize the filing of same shall not be precedent binding on the Union in future instances involving similar facts and circumstances.

Section 20.2 Time Limits.

a. Time limits throughout this Article referring to "days" will mean calendar days. The parties may, by mutual agreement, extend the time limits contained in this Article related to filing, meeting(s), or processing of a grievance when either party requests an extension in writing. Neither

party shall arbitrarily or unreasonably refuse to agree to a written extension request of a time limit in this Article.

b. If a grievance is not filed within the time limits contained herein or any extensions thereto, it shall be considered “waived” and may not be pursued further. If a grievance is not appealed to the next level within the grievance procedure within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the University’s last answer. If the University does not answer a grievance within the specified time limits or any agreed extension thereof, the grievance shall be considered denied at that level and may be appealed to the next level in accordance with the time limits set forth herein.

c. Once a grievance has been timely filed, the time limits for processing a grievance shall be stopped between December 15 and January 15. Between May 15 and August 15, once a grievance has been timely filed, the process shall be stopped if either party notifies the other in writing that the time limits shall be stopped.

Section 20.3 Informal Process. The parties acknowledge that it is usually most desirable for an Assistant(s) and the University to resolve problems through free and informal communications, starting with the appropriate administrator at the lowest administrative level. At any such informal meeting, the Assistant(s) may be accompanied by a Union representative and the Administrator may be accompanied by another administrator. Other persons, mutually agreed upon, may attend any such informal meeting.

Section 20.4 Formal Grievance Procedure. In the event the grievance is not resolved through the informal process, or that an informal resolution is not sought, the parties agree to the following governing principles for the filing and processing of formal grievances:

Section 20.4.1 Grievance Filing Timeline. All formal grievances must be presented no later than forty-two (42) days from the date of the first occurrence of the matter giving rise to the grievance, or within forty-two (42) days after the Grievant(s) through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. If, however, the first date of the occurrence is after May 1 but before August 16, then the Grievant(s) may elect to file a written notification of intent to file a grievance at the appropriate level within the foregoing forty-two (42) day period, including a notification of his/her desire to stop the time limits pursuant to Section 20.2.c. If the Grievant(s) files such a notice, then the formal grievance must be presented no later than September 1 or forty-two (42) days from the date of the first occurrence, whichever is longer.

Section 20.4.2 Grievance Filing. Any grievance under this collective bargaining agreement shall be filed at one administrative level above the level at which the action occurred that gives rise to the grievance, except that a grievance involving an action that occurred at or above the Chancellor’s level shall be filed at the Chancellor’s level. No grievance shall be filed lower than the dean.

Section 20.4.3 Statement of Grievance. Any Assistant(s) who believes that the University has violated one or more provisions of this Agreement as to such Assistant(s) may file a formal grievance at the appropriate administrative level provided in Section 20.4.2. The grievance shall (1) be in writing; (2) state that it is a grievance under this collective bargaining agreement; (3) contain a statement of the facts; (4) state the provision or provisions of this Agreement that are

alleged to have been violated; (5) state the relief requested; and (6) summarize any attempts at an informal resolution, if applicable.

Section 20.4.4 Meetings Held. Within fifteen (15) days after the filing of a grievance, a meeting shall be held at the administrative level at which the grievance is filed between the Administrator (or designee), the Grievant(s), and, if requested by the Grievant(s), a Union representative. The Grievant(s) and/or Administrator (or designee) may invite an additional person or persons to participate in the meeting, provided the name(s) is given to the other party at least 24 hours in advance of the meeting. The Administrator (or designee) shall provide a written response to the Grievant(s) and the Union within fifteen (15) days after the grievance meeting.

Section 20.4.5 Appeals. If the grievance is not resolved at the level filed, the Grievant(s) may appeal to the next administrative level (e.g., an appeal of a Dean's determination shall be filed with the Provost) within fifteen (15) days of the date the Grievant(s) received the written response or within fifteen (15) days of the deadline for receiving the written response, whichever is earlier. The Administrator (or designee) with whom the appeal is filed may hold a meeting with the Grievant(s) if the Administrator believes it is necessary. Any such meeting shall be held within fifteen (15) days of the filing of the appeal. The Administrator (or designee) shall provide a written response to the appeal within fifteen (15) days after the filing of the appeal or the meeting (if held), whichever is later.

20.4.7. Appeals to the Chancellor. If the formal grievance is initially filed with the Chancellor or if an appeal as provided in Section 20.4.5 is filed with the Chancellor, and the grievance or appeal is not resolved, then the Union may elect to request arbitration in accordance with Section 20.5. If the grievance or appeal is filed with an administrator other than the Chancellor, then the Grievant(s) may elect to appeal to the Chancellor within fifteen (15) days of the date the Grievant(s) received the written response or within fifteen (15) days of the deadline for receiving the written response, whichever is earlier. The Chancellor (or designee) may hold a meeting with the Grievant(s) if the Chancellor (or designee) believes it is necessary. Any such meeting shall be held within fifteen (15) days of the filing of the appeal. The Chancellor (or designee) shall provide a written response to the appeal within fifteen (15) days after the filing of the appeal or the meeting (if held), whichever is later.

Section 20.4.8 Additional Information and Argument. If a grievance is appealed, the Grievant(s) and/or the Union representative may submit additional information or arguments in support of the grievance as filed.

Section 20.5 Arbitration. If the grievance is not settled as provided in Section 20.4, and the Union wishes to appeal the grievance, the Union may refer the grievance to arbitration, as described below, by notifying the Chancellor in writing within fifteen (15) days of receipt of the written answer of the Chancellor (or designee):

Section 20.5.1 Selection of Arbitrator. Union and University representatives shall attempt to agree upon an arbitrator within fifteen (15) days after the University's receipt of the Union's notice of referral. In the event the parties are unable to agree upon the arbitrator within said fifteen (15) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators who have higher education experience. Either party may require that the panel be comprised entirely of 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, with the party who requests arbitration striking two names first. The person remaining shall be the arbitrator.

Section 20.5.2 Hearing Procedures and Rules. The arbitrator selected shall set the time and place for the hearing, subject to the availability of University and Union representatives, as well as witnesses. The arbitrator may grant continuances for sufficient cause. Unless otherwise mutually agreed, the hearing shall be held on the Carbondale campus.

Section 20.5.3 Representation and Decision on Disputes. The University and the Union retain the right to be represented by representatives of their own choosing. If there is any dispute as to the hearing procedure (e.g., order of presenting evidence, production of documents, etc.), such dispute shall be decided by the arbitrator selected by the parties.

Section 20.5.4 Arbitrator Decision. The arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing or the submission of post-hearing briefs by the parties, whichever is later.

Section 20.5.5 Multiple Grievances. More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

Section 20.5.6 Arbitrator Fees and Expenses. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the University and the Union, provided, however, that each party shall be responsible for compensating its own representatives and expert witnesses.

Section 20.6 Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question as to whether there has been a violation, misinterpretation, or misapplication of this Agreement. The arbitrator shall have no authority to make a decision on any issue not submitted and raised during the processing of the grievance prior to the appeal of the grievance to arbitration. The arbitrator shall be without power to make any decision or award which is contrary to applicable laws or of rules and regulations of regulatory agencies that have the force and effect of law. An arbitrator shall have the authority to assess costs and attorney's fees against any party (i.e., the Assistant(s) who is the Grievant(s), the Union, or the University) if any such party has engaged in frivolous litigation tactics for the purpose of delay or needless increase in the cost of processing a grievance. Any decision or award of the arbitrator rendered within the limitations of this Article shall be final and binding upon the University, the Union, and the Assistants covered by this Agreement.

Section 20.7 Mediation. At any time after a written grievance has been timely filed at the appropriate administrative level, the parties by mutual agreement may submit the grievance to mediation. In such event, the University and the Union shall jointly request the services of a federal mediator from the Federal Mediation and Conciliation Service, or a private mediator mutually agreed upon between the University and the Union, to assist in resolving the grievance. In the event the University and the Union mutually agree to use the services of a private mediator or mediation service, the mediator's fee and the costs of any such service shall be divided equally between the University and the Union. At the specific request of the mediator, other Assistants and/or administrators may be invited to assist in the resolution of the grievance.

Any offers of compromise or settlement discussions that occur during mediation shall be inadmissible in any subsequent proceeding, including any arbitration hearing. If, following at least one personal meeting between the parties and a mediator, the grievance has not been resolved, the grievance shall be processed in accordance with the grievance and arbitration procedure set forth in this Article. The time period for such processing shall be stopped during the period of mediation.

Section 20.8 Information. At any point in the grievance process, either party may request information that is reasonably needed to process or respond to a grievance where such information is not otherwise available. Any such request shall state with reasonable specificity the information requested and why it is relevant to the grievance in question. The party to whom the request is made shall respond in writing within ten (10) days as to whether or not the request will be honored in whole or in part and, if honored in whole or in part, a good faith estimate of the time needed to fulfill the request. If at any time after the ten (10) days has expired, and no response has been made, the Union may then advance the information request to the Provost's office.

If there is any dispute over providing information pursuant to this section, the parties agree that there shall be a meeting between the Union and the University to attempt to resolve the dispute. If the dispute is not resolved and the grievance is referred to arbitration, the parties agree that such dispute shall be resolved by the arbitrator chosen by the parties to hear the grievance.

Section 20.9 Filing of Materials. All records related to a grievance shall be filed separately from an Assistant's official personnel file, excepting only a grievance document, resolution, or arbitration award that changes a personnel record in the Assistant's official personnel file or might form the basis for a future personnel action involving the Assistant.

Section 20.10 Miscellaneous. The parties acknowledge that during the term of this Agreement, any Assistant(s) may present a grievance to the University and have it adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of this collective bargaining agreement, provided that the Union has been given an opportunity to be present at such adjustment.

Nothing in this Agreement is intended to preclude an Assistant(s) from processing disputes that are not "grievances" as defined in Section 20.1 of this Article in accordance with the then current applicable University policy or policies.

The parties may, by mutual written agreement, skip a review by a particular administrator in a specific instance.

Grievant(s), witness(es), and a Union representative may participate in the processing of a grievance in accordance with the provisions of this Article without loss of compensation, so long as the Assistant(s) meets classes and other professional obligations. Meetings related to grievances shall be held at mutually agreeable times and places.

ARTICLE 21 ENTIRE AGREEMENT

Section 21.1 Precedence of Agreement. If there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment or any written Board policies, rules and regulations that may be in effect from time to time, the written terms of the Agreement, for its duration, shall be controlling as to bargaining unit employees.

Section 21.2 External Law. If there is any conflict between the provisions of this Agreement and any legal obligations imposed on the Board by federal or state law, such legal obligations thus imposed shall be controlling.

Section 21.3 Entire Agreement. The provisions of this Agreement upon ratification supersede all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and it constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The parties each voluntarily and unqualifiedly waive any rights that otherwise exist under law to negotiate over any matter during the term of this Agreement that is covered or referred to in said Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement with respect to said matters.

Subject matters not referred to in this Agreement or statutes applicable to matters covered by this Agreement shall not be considered as part of the Agreement and shall remain exclusive Board prerogatives, subject only to the provisions of the next paragraph if any such prerogatives concern mandatory subjects of bargaining.

Section 21.4 Non-Waiver. This Article does not waive the Union's right to bargain over any mandatory subject of bargaining that is not covered or referred to in this Agreement if the Board is considering a change during the term of this Agreement.

ARTICLE 22 NO STRIKE/NO LOCKOUT

Section 22.1 No Strikes. During the term of this Agreement, neither the Union nor its officers or agents, nor any of the Assistants covered by this Agreement, will authorize, institute, engage, sponsor, or participate in any strike (including a sympathy strike), concerted refusal to work, or any other concerted and intentional interruption of the functions of the University. In the event of any violations of any provisions of this section by the Union, its members, or representatives, the Union shall, upon notice from the Board, immediately direct such Assistants, both orally and in writing, to resume normal operations immediately and make every other reasonable effort to end any violations.

Section 22.2 No Lockouts. During the term of this Agreement, neither the Board nor its administrative agents will lock out any Assistant during the term of this Agreement as a result of a labor dispute with the Union. In the event of any violations of any provisions of this section by the Board or its administrative agents, the Board shall, upon notice from the Union, immediately direct such administrative agents, both orally and in writing, to resume normal operations immediately and make every other reasonable effort to end any violations.

ARTICLE 23 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.

ARTICLE 24 TERM OF AGREEMENT

This agreement shall become effective when ratified by the Board and Union and signed by authorized representatives thereof and may be amended or modified during its term only with mutual consent of both parties.

This Agreement shall be in effect as of July 1, 2022 and unless otherwise specifically provided herein, shall remain in full force and effect until June 30, 2023. This Agreement shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing not more than 120 days nor less than 90 days prior to June 30, 2023, or June 30 of a subsequent year, that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than forty-five (45) days prior to the expiration date.

Notwithstanding any provisions of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect until after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days advance written notice to the other party of its desire to terminate this Agreement; provided such termination date shall not be before June 30, 2019, or the anniversary date of a subsequent year as set forth in the preceding paragraph. Upon termination of this Agreement, all benefits and obligations hereunder shall be terminated and shall not survive the Agreement unless otherwise required by law.


ARTICLE 25 FEES

The Board agrees to provide a credit of one hundred eighty dollars (\$180) of a Graduate Assistant's fees each semester they have an assistantship (excluding summer).

IN WITNESS WHEREOF, the parties hereunder have set their hands and seals this 9 day of May, 2022.

For the Board of Trustees:


Austin A. Lane Chancellor 5/24/22


Daniel F. Mahony President 5/25/2022

For the Graduate Assistants United:

Clay Awsumb
Digitally signed by Clay
Awsumb
Date: 2022.05.09 15:58:16
-05'00'

Clay M. Awsumb, President

SIDE LETTER - INTELLECTUAL PROPERTY

Southern Illinois University Carbondale has a published policy regulating Intellectual Property, Copyrights, and Patents. That policy is published on the SIUC website and is available for review by all employees. The parties agree that SIUC shall make the link to that website available to all graduate assistants. That policy shall apply to graduate assistants covered by the collective bargaining agreement between the Board of Trustees of Southern Illinois University and the Graduate Assistants United.

Dated this 9 day of May, 2022.

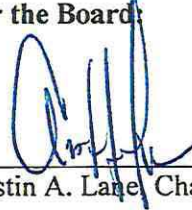
For the Union:

Clay Awsumb

Digitally signed by Clay
Awsumb
Date: 2022.05.09 15:58:38
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Clay M. Awsumb, President

For the Board:



Austin A. Lane, Chancellor



Daniel F. Mahony, President

Appendix A

GRADUATE ASSISTANT RATES

2022

**With Exception possible increases in 13.1.3 and 13.1.4.

	Master's		Ph.D.	
Departments	100%	50%	100%	50%
Provost & Vice	\$3,068	\$1,534	\$3318	\$1659
*Information Technology	\$3,124	\$1562	\$3124	\$1562
Agriculture	\$3068	\$1534	\$3318	\$1659
Applied Sci. & Arts	\$2914	\$1457	\$3154	\$1577
Business	\$2692	\$1346	\$3326	\$1663
Education	\$3068	\$1534	\$3318	\$1659
Engineering	\$3202	\$1601	\$3430	\$1715
Graduate School/OSPA	\$3068	\$1534	\$3318	\$1659
Liberal Arts	\$2878	\$1439	\$3228	\$1614
*English	\$2980	\$1490	\$3330	\$1665
Library	\$3068	\$1534	\$3318	\$1659
Mass Comm. & Media Arts	\$2878	\$1439	\$3088	\$1544
Medicine				
*Pharm	\$3548	\$1774	\$3548	\$1774
*Microbiology	\$3536	\$1768	\$3536	\$1768
*Physiology	\$3210	\$1605	\$4072	\$2036
Science#	\$3210	\$1605	\$3210	\$1605
Chemistry/Physics/Micro	\$3536	\$1768	\$3536	\$1768
Mathematics	\$3306	\$1653	\$3594	\$1797
Computer Science	\$2922	\$1461	\$3210	\$1605
#Zoology-Ph.D. Candidacy Stage			\$3416	\$1708
VC for Admin/Finance	\$3068	\$1534	\$3318	\$1659