

**COLLECTIVE BARGAINING AGREEMENT**

**by and between**

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

**and**

**THE UNIVERSITY PROFESSIONALS OF ILLINOIS  
(UPI),  
LOCAL 4100,**

**ASSOCIATION OF GRADUATE EMPLOYEES**

**August 16, 2010 – August 15, 2014**

**SPRINGFIELD, ILLINOIS**

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**ARTICLE 1  
ENTIRE AGREEMENT**

This contract is made and entered by and between the Board of Trustees of the University of Illinois, a public corporation (hereinafter referred to as Employer), and the University Professionals of Illinois, Local 4100 (UPI) (hereinafter referred to as Union) representing certain graduate assistant employees of the Employer.

In the acceptance of this Agreement, the parties recognize that numerous issues and proposals were raised in the bargaining process. Any issue or proposal not incorporated into this Agreement has been dropped by the parties. There are no agreements between the parties, written or oral, which are not expressly incorporated into this written Agreement. Each party agrees that the parties have reached this Agreement in good faith and that no unfair labor practice charges will be filed by either party concerning the negotiation process.

**ARTICLE 2  
LIMITATIONS**

- A.** This Agreement is subject to:
- 1) Applicable Federal and State laws and regulations issued thereunder or as they may be amended from time-to-time;
  - 2) The statutes and rules promulgated by the Board of Trustees of the University of Illinois as they exist on the effective date of this Agreement;
  - 3) Provisions of the *UIS Graduate Assistantship Policy Manual* as they exist on the effective date of this Agreement, or as amended; each of which is incorporated herein by reference.
- B.** In the event of conflict among any of the foregoing and any provision of this Agreement, the former shall prevail, except where a deviation from the same is set out in express terms herein.
- C.** The University reserves the right to modify or add policies, rules, and/or regulations which are permissive subjects of bargaining. The University shall notify the Union when considering a change to a policy, rule, or regulations which pertains to a mandatory subject of bargaining. The Union reserves the right to request bargaining prior to implementation of the change.

**ARTICLE 3  
RECOGNITION**

The employer recognizes the Union as the sole and exclusive bargaining representative with respect to hours, wages, terms and conditions of employment for the bargaining unit consisting of the:

Graduate Assistants  
Teaching Assistants

**ARTICLE 4  
PURPOSE AND NON-DISCRIMINATION**

**Section 1. Purpose**

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

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.

**Section 2. Non-Discrimination**

The University of Illinois Springfield is committed to the most fundamental principles of academic freedom, equality of opportunity, and human dignity. Decisions involving students and employees will be based on individual merit and be free from inappropriate discrimination in all its forms.

The University of Illinois Springfield will not engage in discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran, and will comply with all access and equal opportunity policies and employment laws and regulations. This non-discrimination policy applies to admissions, employment, and access to and treatment in the University programs and activities. Assistants are encouraged to resolve complaints of discrimination under this Agreement by contacting the Office of the Associate Chancellor for Access and Equal Opportunity.

The parties agree that personnel decisions, including reappointment, shall be based solely on job and academic related criteria and performance.

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

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

Each assistant may make his/her own personal decision with respect to the Union or other employee organization membership, without intimidation or coercion. There will be no discrimination against any assistant because of Union membership or because the assistant is acting as a representative of the Union or its members pursuant to the provisions of this Agreement.

**ARTICLE 5  
MANAGEMENT RIGHTS**

- A. Except as specifically abridged by this Agreement, all powers, rights, and authority of the University are reserved by the University, and the University retains sole and exclusive control over any and all matters in the operation, management, and administration of the University, the control of its properties and the maintenance of order and efficiency of the workforce, and complete authority to exercise those rights and powers by making and implementing decisions

with respect to those rights and powers. Such rights and powers include, but are not limited to, the exclusive right and power:

1. to determine the mission of the University, the organizational structure, and the methods and means necessary to fulfill that mission, including the transfer, alteration, curtailment or discontinuance of any services;
2. to adopt and amend budgets and make budgetary allocations or reallocations affecting the University as a whole or any of its departments or units;
3. to establish qualifications, appoint, and determine the appointment fraction and duration of employment upon appointment for all Assistants, including whether Assistants will be reappointed and, if so, the terms and conditions governing such reappointment;
4. to determine the number of Assistants to be appointed or reappointed and to relieve Assistants from duty due to lack of work or funds;
5. to determine, assign, and schedule the type and kind of services and the work to be performed by Assistants or by others, including the job content and the location of such services or work;
6. to establish, modify, combine or eliminate job classifications;
7. to determine the number, location, or relocation of facilities, buildings and rooms, and ancillary facilities such as parking lots, including the policies governing the use of such buildings, rooms or facilities;
8. to supervise, train, and evaluate Assistants;
9. to establish quality and performance standards rules for Assistants;
10. to discipline, suspend, or discharge Assistants for just cause;
11. to determine materials and equipment to be utilized by Assistants and the methods and means by which work shall be performed and services provided;
12. to adopt and enforce policies, rules and regulations, including rules and regulations governing tuition waivers and the work, training, and conduct of Assistants; and
13. to perform all other functions inherent in the administration, management, and control of the University.

- B. The University and the Union agree that academic freedom is one of the values essential to higher education. It is further agreed, except as abridged by the specific terms of this Agreement, that the University retains sole and exclusive control:
1. to make all academic judgments concerning (a) courses, curriculum, and instruction; (b) the content of courses; (c) methods of instruction; (d) instructional materials; (e) the nature and the form of assignments required including examinations and other work; (f) class size; (g) grading policies and practices;
  2. to determine all academic policies, procedures, rules and regulations in regard to Assistants' status as students including, but not limited to, all questions of academic standing, intellectual integrity, and any matter relating to academic progress in a University educational program;
  3. to make academic evaluations and determinations as to the fulfillment of degree requirements, including the relationship between work performance and progress toward degree requirements.
- C. Nothing in this clause waives the Union's right to negotiate mandatory subjects of bargaining.

## **ARTICLE 6 DUES AND FAIR SHARE**

### **Section 1. Dues and Deduction**

The University Administration will deduct Union membership dues, in an amount established by the Union and certified in writing by the Union's treasurer to the University Administration, from the salary of a bargaining unit member who gives the University Administration written authorization to make such a deduction.

### **Section 2. Dues Remittance**

The Union shall transmit to the University Administration a list of bargaining unit members from whom dues are to be deducted and the exact amount to be deducted from the salary of each member. Any additions to the list during the fiscal year shall be transmitted by the Union to the University Administration. Dues deducted will be remitted to the Union treasurer or other official designated in writing by the Union. In the event that the Office of the State Comptroller fails to forward to the UPI a list of the bargaining unit members from whose salaries such deductions were made and the amounts deducted, the University will supply the UPI such a list upon request.

### **Section 3. Termination of Dues Deductions**

Any authorization to withhold Union dues from the salary of a bargaining unit member shall terminate and such withholding shall cease at any time upon the occurrence of any of the following events: (a) termination of employment; (b) written notice by the bargaining unit member to the University Administration of his/her desire for cancellation of the authorization; (c) expiration of the time during which such withholding was authorized; or (d) when the total amount authorized to be withheld has been so withheld. The University Administration shall inform the Union treasurer whenever such termination occurs.

#### **Section 4. Notification of Change in Union Dues**

The Union shall give written notice to the University Administration of any changes in its dues at least thirty (30) days prior to the effective date of any such change.

#### **Section 5. Fair Share Fee**

The parties agree that a fair share fee shall be deducted from the monthly salary of employees who do not choose to become union members within thirty (30) calendar days of their date of initial appointment to a position in the bargaining unit. The fair share fee shall begin on the first day of the first pay period beginning forty-five (45) calendar days after the date of initial appointment. Such involuntary deduction shall remain in effect for the duration of this Agreement. An employee's fair share of the Union's cost of the collective bargaining process and contract administration shall not, in any event, exceed the dues uniformly required of members of the Union. Such fair share fee shall be deducted from the earnings of non-member employees pursuant to the usual and customary payroll deduction procedures of the Employer and paid to the Union.

The Union and the University shall comply with the rules of the Labor Board concerning notice, objections and related matters contained in its fair share rules. Upon adoption of any Union internal appeal procedure, the Union shall supply the University with a copy. In addition, the Union shall advise the University of any subsequent change therein. The Union shall submit an affidavit to the Employer certifying the amount of any increase in the fair share fee. Any such increase in fair share fee deductions shall commence with the first pay period starting thirty (30) calendar days after the Union certifies to the Employer the amount of increase. The Union shall notify all non-member employees as to the amount of such increase.

#### **Section 6. Indemnification/Union Responsibility**

The Union shall indemnify, defend, and hold the University, its members, officials, agents, employees or representatives harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), including attorney's fees and costs arising from the deduction of membership dues or fair share fees established by the Union and communicated to the University Administration in compliance with this Article. The Union assumes full responsibility and liability for the disposition of monies deducted from the salaries of bargaining unit members for Union dues and fair share fees once such monies have been remitted to the officer designated by the Union to receive such remittance. The Union shall promptly refund to the University any funds received pursuant to this Article which are in excess of the amounts which the University Administration has agreed to deduct or any funds received pursuant to this Article which have been deducted in error.

#### **Section 7. Fines/Penalties/Special Assessments**

Nothing in this Article shall require the University Administration to deduct Union fines, penalties, or special assessments from the salary of any bargaining unit member. Other deductions authorized by individual bargaining unit members shall not be prohibited by this Section.

#### **Section 8. Limitations**

The University shall not be liable to the Union by reason of the requirements of this Article for the remittance of payment of any sum other than those constituting deductions authorized by this Article. The University Administration's obligation under this Article is limited to remitting to the Union the sum or sums actually deducted from wages earned.

## **ARTICLE 7 APPOINTMENT TERMS**

### **Section 1. Notice of Appointment**

All newly appointed and reappointed Assistants shall receive a letter of appointment which specifies the appointment title, stipend amount, effective dates (duration) of service (including any mandatory or optional orientation sessions), the supervising official in the department, and the full time equivalence (FTE) of the appointment.

Notices of appointment for reappointed Assistants (i.e., assistants who have served at least one semester and will be returning as an assistant during the following academic year) will be issued by the end of the spring semester (which is defined by the academic calendar). Notices of appointment for newly-selected assistants will be issued as soon as practicable.

### **Section 2. Appointment Terms, Acceptance**

A student who has been offered an Assistantship is required to confirm acceptance to the department in writing (including electronic mail) within the time period specified by the department. All Assistants are required to sign the official acceptance contract before the contract period begins. Acceptance of an appointment requires the Assistant to have earned a baccalaureate degree prior to the contract period start date, and to provide documentation of the earned baccalaureate degree. Assistants must be present and available to perform assigned duties during the contract period.

### **Section 3. Duration of Employment**

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

### **Section 4. Resignation/Release**

A written letter of resignation is required if an Assistant wishes to resign from the position. Assistants must provide a minimum of 10 working days notice prior to the effective date of any such resignation, unless the assistant and assistantship supervisor determine in mutual agreement that the resignation date may be sooner.

A written release from the appointing unit is required if an Assistant wishes to resign after acceptance of an appointment in order to accept another assistantship appointment. It is not necessary for an Assistant to resign from a position before applying for other employment opportunities (such as another assistantship, internship, or graduate-related work).

If an Assistant resigns from the appointment before serving 61 calendar days from the first day of the Fall or Spring semester start date, but continues as a graduate student at UIS, the Assistant will be assessed tuition for the term. Tuition payment is not required if the Assistant officially withdraws from UIS at the time of resignation; however, the Assistant is required to pay UIS fees and any withdrawal surcharges.

In the event an Assistant goes into an unpaid leave of absence status prior to the 61 calendar days, the 61-calendar day requirement for the tuition waiver shall be extended by the duration of the absence.

### **Section 5. Late Appointments**

If an Assistant is a replacement or a late appointment that begins before the 30<sup>th</sup> calendar day of the fall or spring semester start date, the Assistant will receive a full tuition/service fee waiver. If the Assistant begins between the 31<sup>st</sup> and 60<sup>th</sup> calendar day following the fall or spring semester start date, the Assistant will receive one-half of the tuition/service fee waiver. If the Assistant begins after the 60<sup>th</sup> calendar day following the fall or spring semester start date, no tuition/service fee waiver will be awarded for that semester.

Stipend benefits will be awarded beginning with the first official start date listed on the Notice of Appointment.

### **Section 6. Renewal of Appointments**

Assistants whose academic progress and assistantship service record have been determined to be satisfactory are eligible to be considered for reappointment (based upon the Assistant's past performance and academic progress, availability of funds, and the University's determination of the need for services). An appointment for a second year is not guaranteed unless the GA Office issues a new notice of appointment as described in Section 1 of this Article. The GA Office will notify Assistants and departments of required paperwork which needs to be filed to request consideration for reappointment.

Assistantships are normally limited to a maximum of four semesters. The University may consider extending an appointment beyond the four-semester limit in exceptional circumstances. Students who wish to request an exception to the four-semester limit must submit a completed petition to the Graduate Assistantship Office.

If an Assistant is denied reappointment for any reason, (s)he will be notified in writing that his/her contract is not being renewed, including the reason. Should the Assistant wish to apply for another assistantship position, (s)he may contact the GA Office to request his/her application file be added to the GA applicant pool. The GA Office will review the application, ensure the Assistant meets all application requirements (e.g., satisfactory academic progress), and then the application file will be returned immediately to the applicant pool to be evaluated by hiring units. If the application does not meet all application requirements, the GA Office will contact the Assistant to discuss the application. The University will provide the Union with a list of Assistants who are not being renewed.

In the event an Assistant is not renewed due in no part to the Assistant's academic performance or work-related issues, the Assistant should check the GAO website for a current listing of vacant assistantship positions. If an Assistant is interested in any of those positions, (s)he should contact the GAO to discuss additional employment opportunities. The GAO will contact the Unit(s) to schedule a meeting between the Assistant and the Unit(s).

## **ARTICLE 8 ORIENTATION, TRAINING AND WORK RULES**

The campus and the units that appoint Graduate and Teaching Assistants are jointly responsible for providing appropriate orientation and training programs for the Assistants they appoint.

Orientation and training shall normally be conducted during the appointment. The time the Assistant spends in orientation and training will be counted toward the Assistant's required hours. In the event that mandatory orientation/training begins before the Assistant's appointment term, the Assistant will be given equivalent compensation time during the regular appointment period for time spent in orientation and training.

## **Section 1. Mandatory Training**

Mandatory orientation or pre-service training is provided to all Assistants and must be completed within 3 working days following the beginning of the contract period. The campus-wide Assistantship orientation covers topics that are relevant to the Assistants' success in their assistantships.

Completion of mandatory orientation and training activities is required for continuation of a Graduate or Teaching Assistantship. Assistants may request additional follow up training.

## **Section 2. Unit-Level Training**

Employing units are expected to conduct unit-level orientation/training for their Assistants. Unit-level orientation/training should focus on departmental information, policies and procedures, including duties and responsibilities of the assistantship.

## **Section 3. TA Continuing or In-Service Training**

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

## **Section 4. GA/TA Work Rules**

Assistants shall comply with all work rules and expectations that are developed in their appointment programs, departments, or units as well as applicable University rules and policies. Applicable University policies include, but are not limited to, Sexual Harassment and Human Rights Policies, the University and Student Codes of Conduct, and policies governing research with human subjects and the use of University resources.

In performance of their University duties, all Assistants will conduct themselves in a manner that is professional, courteous, and conducive to a professional atmosphere.

## **Section 5. Hours of Work**

The general hours of work will be set forth under the appointment terms and hours of work sections of this Agreement. Specific hours worked each week will be defined in the position description, but may be subject to change depending on operating needs.

In the event an Assistant wishes to change his or her work schedule based upon adding or dropping a course, after the work plan has been agreed to, the Assistant shall meet and discuss the impact on his/her work schedule. The work schedule may be changed by mutual agreement between the parties. In the event mutual agreement cannot be reached, the work schedule as agreed to at the beginning of the contract period as defined in Section 6A of this Article shall prevail.

- A. Assistants' hours of work are reflected in their percentage of appointment. Such hours of work are separate and distinct from the time required for an Assistant's own academic course work.

- B. It is understood that Assistants in this bargaining unit are engaged in professional activities of such a nature that the output produced, or the result accomplished, cannot be precisely standardized or measured in relation to a given period of time and that the time necessary to accomplish an assignment may vary.
- C. The appointment level (full time equivalency or FTE) shall be based on the appointing department's determination of the amount of time it should normally take to perform the assigned duties including orientation and training. It is expected that a .5 FTE Assistant will devote an average of 20 hours per week over the course of a full appointment period. Assistants appointed for other FTE levels would be expected to perform work for a proportionately greater or lesser average number of hours per week. The actual number of weekly hours may vary over the course of the appointment term.
- D. An Assistant may request an adjustment in the workload if the Assistant reasonably believes that his/her duties consistently require hours which exceed the hours of effort required by the appointment percentage over the full term or constitute an arbitrary or capricious workload. Requests for an adjustment in the workload must be submitted in writing to the Supervisor.
- E. Assistants are expected to work when the campus is open, with the exception of the week designated as Thanksgiving Recess in the fall semester, the week designated as Spring Recess in the spring semester, and Winter Break. Winter Break is defined as the week between Christmas Day and New Year's Day.
- F. All duties required by the supervising staff member, department, college, or university, or otherwise required for an Assistant to adequately perform his/her appointment, including but not limited to orientations, required meetings, or preparations, except for courses for which academic credit is given, shall be included in the calculation of average hours specified in Section A of this Article and shall fall within the range of duties for TAs and GAs.

## **Section 6. Evaluation**

- A. Appointing units shall develop a written position description that indicates the Assistant's general areas of responsibility and duties. A copy of this position description will be reviewed with the Assistant by the Assistantship Supervisor during the Assistant's first week of the contract period, allowing for the Assistant to provide feedback. Both the Assistant and the Assistantship Supervisor will sign the position description and develop a work schedule which accommodates the assistant's course schedule each semester (as needed). The work schedule will list the work days, hours of work and any known deviations from the regular schedule. The work schedule must be signed and dated by the Assistant and the Assistantship Supervisor. Both the position description and the work schedule will be submitted to the Assistant's personnel file in the GA Office by the end of the second week of the contract period.
- B. Assistants must meet responsibilities specified in the position description and adhere to the agreed-upon work schedule for the current semester. In the event that a change in the position description and/or work schedule is requested or necessary, it may be done by mutual agreement between the Assistant and the Assistantship Supervisor. If a mutual agreement regarding the requested change cannot be reached, the duties and/or hours previously agreed upon shall prevail.
- C. Supervisors are encouraged to informally discuss the Assistants' performance with the Assistants on an ongoing basis throughout the appointment period.

- D. Evaluations shall be undertaken in a non-arbitrary manner. Performance of Assistants will normally be reviewed formally at least twice during the academic year. The Assistantship Supervisor and the Assistant will provide a written formative evaluation at the mid-point of the assistantship appointment and a written summative evaluation at the end of the assistantship appointment.

### **Section 7. Additional Employment**

Assistants understand that their primary responsibility is first and foremost as a student and Assistant at the University. Assistants must not hold regular employment with UIS while holding an appointment as an Assistant. Assistants are allowed to work at UIS in limited employment (activities such as survey research polling, parking cars) for a maximum of 7 hours of work per week as permitted by state and federal rules and regulations.

Any additional employment outside of UIS shall be considered secondary and shall not interfere with responsibilities assigned in the Assistant's position or academic program in which the Assistant is enrolled at the University.

### **Section 8. Use of University Resources**

An Assistant may not utilize University of Illinois' course materials, curricula, facilities, resources, or other materials in non-University employment or activities.

### **Section 9. Travel**

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

In the event that Assistants are required to engage in over-night travel as a part of their work requirements, Assistants shall not be required to room with undergraduate students.

## **ARTICLE 9 DISCIPLINE AND DISMISSAL**

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

Discipline and dismissal will be for just cause, which shall include but not be limited to the following reasons: failing to attend mandatory orientation or other sessions; engaging in misconduct in the performance of University duties or academic activities; neglecting or refusing to perform assigned duties; demonstrating unsatisfactory performance; violating University regulations or policies; violating University regulations or policies related to discrimination and harassment; acting outside the appropriate exercise of University responsibilities so as willfully to physically harm, threaten physical harm to, harass, or intimidate a visitor or a member of the University community; and damaging, destroying, or misappropriating property owned by the University or any property used in connection with a University

function or approved activity. Discipline and dismissal may result from an accumulation of minor infractions as well as from a single serious infraction.

An Assistantship Supervisor alerted to the possibility of misconduct by an Assistant shall attempt to clarify the facts directly with the Assistant. Discipline shall be issued in a private manner so as not to cause embarrassment to the Assistant.

In cases of disciplinary oral warning the Assistantship Supervisor must inform the Assistant that (s)he is receiving an oral warning and must give the Assistant the reasons for the warning. A pre-disciplinary meeting shall be held if discipline other than an oral warning or written notice of deficiency in performance is contemplated. The Assistant shall be notified at least two (2) days in advance in writing of the purpose of the pre-disciplinary meeting and the contemplated disciplinary action. The Assistant shall be given the opportunity to rebut the reasons for the contemplated discipline. Anonymous documents shall not be used to justify disciplinary action unless the University reasonably deems it necessary. Assistants have the right to Union representation throughout the entire disciplinary process and during any investigatory interview that may reasonably lead to discipline.

An Assistant may be dismissed without oral warning or notice of deficiency in performance if he or she fails to maintain academic eligibility because of unsatisfactory academic progress, engages in unethical conduct, or is absent without approved leave for three (3) working days or more.

The Graduate Assistantship Office will review all recommendations for suspension, reduction in appointment and pay, and dismissal and make the decision. If a decision is made to suspend, reduce the appointment or pay, or terminate an assistantship appointment, the Assistant will be notified in writing and given at least 14 calendar days' notice. The Assistant has the right to appeal this decision to the Provost during the 14-day period.

For cases of absence without approved leave, as soon as the GA Office is notified by the Assistantship Supervisor, the monthly stipend will be reduced from the last documented date of work. The Assistant will be notified, as soon as practicable, of the disciplinary action to be taken.

## **ARTICLE 10 GRIEVANCE AND ARBITRATION**

If a final determination results in suspension, reduction in appointment and pay, or dismissal during the term of appointment, a grievance may be submitted, provided the grievance is submitted in writing within fifteen (15) calendar days following notice of the suspension, reduction, or dismissal. In the event of arbitration, the arbitrator, if possible, shall hear the case within thirty (30) days and deliver a decision and award within thirty (30) days thereafter. 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. In the event of arbitration, if the arbitrator does not find for the University, the arbitrator may only make a finding of fact and award back pay, but not reinstatement. Any award of back pay shall not exceed an amount the Assistant would have earned from the date of suspension, reduction in appointment, or dismissal to the end of the semester.

### **Section 1. Grievance Procedure**

A grievance is a complaint filed by an Assistant or group of Assistants covered by the bargaining unit alleging a violation by the University of a specific provision or provisions of this Agreement.

## Procedures for Handling Grievances

### A. Step One – Informal

The Grievant shall attempt to resolve the matter informally with his/her appropriate Supervisor prior to filing the grievance. The informal conference, if followed in good faith by both parties, shall lead to a fair and prompt solution of most assistant-supervisor problems. However, if the informal conference does not prompt a solution, a written grievance may be filed with the Dean/Director, or his/her designee, within twenty (20) calendar days following the date of the act or omission giving rise to the grievance.

### B. Step Two – Formal

The Dean/Director, or his/her designee, will, within twenty (20) calendar days of the filing of the grievance, arrange a formal conference between the appropriate campus representative(s) and the Grievant and the Union. If the conference results in resolution of the grievance, the grievance will not be processed further. The Dean/Director, or his/her designee, will notify the Grievant or Union President as appropriate of any resolution reached as a result of the conference. The Dean/Director, or his/her designee, will issue a written decision within twenty (20) calendar days following conclusion of the conference.

### C. Withdrawal of Grievance

A grievance may be withdrawn at any time by the Grievant or the Union.

### D. Step Three – Appeal to the Provost

If the grievance is not settled at Step Two and the Grievant or the Union wishes to appeal the grievance to Step Three, the Grievant or the Union may file a written request to the Provost, or his/her designee, in the Office of the Provost within fourteen (14) calendar days after the Step Two Decision is received or due. Upon receipt of an appeal, the Provost, or his/her designee, will make a complete and thorough review of the written record of the Dean/Director, or his/her designee, and will issue a written decision on the grievance within twenty (20) calendar days from the date of the receipt of the appeal.

### E. Step Four – Arbitration

If the decision of the Provost, or his/her designee, does not resolve the grievance acceptably to the Union, the grievance may be moved to arbitration. If the Union wishes to appeal to arbitrate the decision of the Provost, or his/her designee, such an appeal must be made in writing to the Provost within twenty (20) calendar days after such decision was received or was due.

## **Section 2. Provisions Applicable to Arbitration Procedures**

### A. Selection of Arbitrator

If the parties are unable to agree on an arbitrator, the parties shall jointly request from the Federal Mediation and Conciliation Service a list of seven (7) arbitrators from which to select an arbitrator. Determination as to which party strikes first shall be determined by the toss of a coin with the winner deciding to strike first or second. The parties shall alternately strike one name from the list until one name remains.

## **B. Location of Hearing**

The arbitrator shall hold the hearing in Springfield unless otherwise agreed to by the parties.

## **C. Functions of the Arbitrator**

It shall be the function of the arbitrator to rule on the specific grievance. The arbitrator shall perform this function subject to the following rules and limitations:

1. The arbitrator's award shall be based solely upon the evidence and legal arguments appropriately presented by the parties at the hearing and in any post-hearing briefs.
2. The arbitrator shall have no authority to add to, subtract from, modify, change, alter, or ignore in any way the provisions of this Agreement or any expressly written amendment or supplement thereto.
3. An award may or may not be retroactive as the equities of each case demand, but in no case shall an award be retroactive to a date earlier than the date the harm occurred.

## **D. Arbitration Fees and Costs**

The costs of the list of arbitrators, and the arbitrator's fees and expenses shall be shared equally by the Union and the University, but each party shall bear its own costs of preparing and presenting its case to the arbitrator. Where one of the parties to this Agreement requests a postponement of a previously scheduled arbitration which results in a postponement charge, the postponing party shall pay such charge unless the postponement results in a settlement of the grievance, in which event the settlement shall determine division of the charge. A postponement charge resulting from a joint postponement request shall be shared equally by the parties.

Either party to an arbitration may request that a transcript of the hearing be made. The requesting party shall pay the cost for the transcript and shall provide a copy free of charge to the arbitrator. In the event that the party who did not order a copy of the transcript of the hearing subsequently decides to order a copy of the transcript, that party shall pay for its copy and share equally in the cost of the copy of the transcript provided to the arbitrator.

## **E. Scope of Arbitration**

1. Arbitration shall be confined solely to the application and/or interpretation of the specific and explicit provisions of this Agreement and the precise violation of such provisions.
2. The Board of Trustees of the University of Illinois Statutes and Rules, Laws of the State of Illinois and Rules and Regulations of Administrative Agencies are not subject to arbitration.

## **F. Miscellaneous Provisions Related to Grievance-Arbitration**

In the event it is necessary for a Grievant or any other bargaining unit member who has been called as a witness by either the Union or the Employer to participate in a grievance or arbitration meeting provided for in this Article during their normal working hours, their compensation will neither be increased nor decreased for time spent in such meeting. Should it be necessary for a grievant or any other bargaining unit member to participate in a grievance or arbitration meeting provided for herein outside their normal working hours, time so spent shall not be considered as time worked.

Failure of the Grievant to comply with the time limitations of this Article shall render the grievance null and void and bar subsequent filing of the grievance.

Failure of the University to respond to a grievance within specified time periods will permit the grievant to proceed to the next step.

Time limits set forth in this Article may be extended only by mutual agreement set forth in writing and signed by the parties.

All informal grievance settlements shall specify a time by which the settlement shall be implemented. The time limit may be extended by mutual agreement between the Provost, or his/her designee, and the Union President.

A grievance settled prior to arbitration shall be binding only as to that particular grievance and shall not be precedent setting.

The parties may agree to consolidate grievances on similar issues at any level.

The filing or pendency of a grievance under the provisions of this Article shall not prevent the University from taking the action complained of, subject however to the final decision on the grievance. Pending final disposition of the grievance, the grievant shall fulfill his/her professional responsibilities as assigned.

The award of the arbitrator shall be binding upon the University, the Union, and the grievant, to the extent permitted by and in accordance with applicable law and this Agreement.

All grievances, requests for review, notices, and decisions shall be transmitted in person, or by certified or registered mail, return receipt requested to the last known home address of the addressee. Postmark dates shall be considered the effective date of communication.

## **ARTICLE 11 EMPLOYEE RIGHTS**

An Assistant's department or unit shall make arrangements for the Assistant's access to his/her office, lab, studio or classroom, or similar work place during normal work hours. Building access outside of normal work hours will be provided solely at the discretion of the department or unit executive officer in keeping with campus and/or department policy.

Each department or unit shall make available a designated receptacle for Assistants to receive mail.

A department or unit will provide access to telephones, computers, internet, email, a desk or work surface and storage as necessary to fulfill the Assistant's work obligations as determined by the University. In some instances, Assistants may be required to share University resources.

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

Each department hiring an Assistant may provide a departmental assistantship email account (in accordance with Information Technology rules and regulations) that can be used for assistantship purposes. If not currently established, the department should contact Information Technology Services to discuss the request and for assistance in the creation and set up (if appropriate).

## ARTICLE 12 LEAVES AND HOLIDAYS

### **Section 1. Requests for Leave**

Assistants are required to submit any requests for leave for all categories of leave addressed in Section 2, Items A through I, in writing by submitting the required leave documents for approval in a timely manner to the Assistantship Supervisor. Failure to properly notify the Assistantship Supervisor of any leave of absence may be construed as job abandonment, and the Assistant may be subject to disciplinary procedures up to and including dismissal as outlined in Articles 9 and 10. Absence without approved leave will result in a corresponding reduction in pay.

### **Section 2. Coverage Responsibility**

If an Assistant must be absent from work, it is the Assistant's responsibility to inform the Assistantship Supervisor in advance of the absence to request appropriate leave as defined in Items A through I of this section to secure the Assistantship Supervisor's approval of the absence so that arrangements for coverage of responsibilities can be made and the usage of leave may be recorded. It is generally the Assistantship Supervisor or department's responsibility to secure any needed temporary replacement coverage.

- A. **Paid Leave.** Assistantships typically require services on a 9-month or semester-by-semester basis, and the Assistants do not earn any vacation.
  
- B. **Sick Leave.** Assistants are eligible for 13 noncumulative and noncompensable work days of leave at the percentage of their appointment for each 9-month appointment. Thus, Assistants on nine-month 50% FTE appointments receive 6.5 eight-hour sick days (52 hours) per academic year. Graduate students appointed to one-semester assistantships are eligible for 6.5 days of sick leave at the percentage of their appointment. Thus, for a one-semester appointment, Assistants receive 3.25 eight-hour days of sick leave (26 hours).

Assistants must promptly notify the Assistantship Supervisor so that arrangements for coverage of duties can be made and the usage recorded. Assistants are subject to University policies concerning use of sick leave which are subject to modification from time-to-time.

- C. **Parental Leave.** Eligible Assistants are entitled to up to two weeks of parental leave without loss of pay immediately following the birth of a child, or upon the initial placement or the legal adoption of a child under 18 years of age. Eligible Assistants are those who hold an active appointment at the time the parental leave is taken. The requirement that academic staff members must have six months of service to receive this benefit does not apply to graduate employees. Parental leave will be counted as part of the twelve-week entitlement accorded by the Family and Medical Leave Act (FMLA) for FMLA-eligible individuals and may be used in conjunction with other paid or unpaid leaves for which the individual is eligible.
  
- D. **Jury Duty.** Assistants are eligible for leave of absence without loss of pay for the duration of jury duty on the day or days when the Assistant would have otherwise been performing assistant duties. An Assistant may also retain funds paid in compensation for jury duty in keeping with University policy.

An Assistant summoned as a juror shall immediately inform his/her supervisor of the absence. Teaching Assistants who are called for jury duty shall discuss with their supervisor whether jury service will conflict with their teaching obligation and if so, whether requesting a

deferral from jury duty is appropriate. An Assistant who reports for jury duty and is dismissed shall resume his/her normal duties as soon as possible.

- E. **Military Leave.** Military leave shall be in accordance with applicable state and federal law, and University policy.
- F. **Bereavement Leave.** Assistants are eligible to receive up to three (3) days of paid leave due to the death of a member of his/her immediate family or household and one working day due to the death of a relative outside his/her immediate family or household. Immediate family in this instance includes an Assistant's spouse, domestic partner, mother, father, children, brother, sister, mother/father-in-law, daughter/son-in-law, sister/brother-in-law, grandparents and grandchildren. Relatives outside the immediate family or household are defined as aunt, uncle, niece, nephew and first-degree cousin.

In the event the University Policy expands the definition of immediate family or extended family covered by the Bereavement Leave Policy, Assistants covered by this Agreement shall be covered by the same definitions.

- G. **Personal Leave of Absence.** An Assistant may be granted an unpaid leave of absence during the term of his/her appointment, upon request to and at the sole discretion of the University and subject to such terms and conditions as the University may establish.
- H. **Holidays.** Assistants will have the holidays recognized and designated by the University during the academic year. Assistants will also receive two (2) four-hour "floating" holidays (during a fiscal year) whether they are appointed for the full academic year or one (1) semester. Floating Holidays can be taken at any time during the academic year with prior approval from the Supervisor. Floating holidays cannot be carried over from one academic year to the next.

Assistants are not required to make up the hours that they would have worked on a day that is a holiday. For example, if a holiday falls on a Monday, and the Assistant normally would have worked three hours on Monday, he or she would not be expected to make up those three hours. Holidays cannot be carried over or accumulated from one semester to the next or from one academic year to the next.

- I. **Family Medical Leave Act of 1993.** In compliance with the Family and Medical Leave Act of 1993 (FMLA) and applicable rules and regulations, the University may adopt policies to implement the FMLA that are in accord with what is legally permissible under the Act and the applicable rules and regulations.

## **ARTICLE 13 PERSONNEL FILES**

The University's Graduate Assistantship Office maintains the official personnel file for covered assistants. The University may maintain other personnel-related files.

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

Neither the files nor any of their contents shall be copied or otherwise made known to any person outside the University without the assistant's written permission or as otherwise allowed by law.

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

Personnel record information which was not included in the personnel record(s) but should have been as required by the Illinois Personnel Records Review Act (820 ILCS 40/1 et. seq.) shall not be used by the University in a grievance, disciplinary or arbitration proceeding. However, personnel record information which, in the opinion of the grievance hearing officer or an arbitrator, was not intentionally excluded from the personnel record(s) may be used by the University in the proceeding if the Assistant has been given a reasonable time to review the information. Material which should have been included in the personnel record(s) shall be used at the request of the Assistant.

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

## **ARTICLE 14 HEALTH AND SAFETY**

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

### **Section 1. Work Site Closure**

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

### **Section 2. Compliance**

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

Assistants will comply with all University policies and regulations regarding health and safety.

## **ARTICLE 15 LABOR-MANAGEMENT MEETINGS AND CONSULTATION**

### **Section 1. Labor-Management Meetings**

It is the joint intention of the Union and the University to meet on a regular basis to promote a sound and mutually beneficial relationship. The number of union representatives present at labor management meetings shall not exceed two (2), unless mutually agreed to by the parties. Grievances shall not be discussed during labor-management meetings.

**ARTICLE 16  
WAGES AND STUDENT INSURANCE**

There shall be a \$50 difference between the monthly stipends issued for first-year Assistants and second-year Assistants with those who are considered to be second-year Assistants earning \$50 more per month.

For the purpose of this article, a first year assistant shall be considered an assistant who is serving their initial appointment as an Assistant during a given academic year. Second year assistants shall be considered an Assistant who held an appointment during the preceding academic year (including Assistants appointed in the spring semester).

**Section 1. Monthly Rates Year 1**

The base salary for all bargaining unit members on the payroll shall be \$901 per month for first-year Assistants and \$951 per month for second-year Assistants.

**Section 2. Monthly Rates Year 2**

During the 2011-2012 academic year, the base salary for all bargaining unit members on the payroll shall be \$950 per month for first-year Assistants and \$1,000 per month for second-year Assistants.

**Section 3. Monthly Rates Year 3**

During the 2012-2013 academic year, the base salary for all bargaining unit members on the payroll shall be \$975 per month for first-year Assistants and \$1,025 per month for second-year Assistants.

**Section 4. Monthly Rates Year 4**

During the 2013-2014 academic year, the base salary for all bargaining unit members on the payroll shall be \$1,050 per month for first-year Assistants and \$1,100 per month for second-year Assistants.

**Section 5. Student Insurance**

The Union is entitled to one (1) representative on the Student Insurance committee. In the event the Union chooses to appoint a representative to the Student Insurance committee, it must provide the Office of Human Resources the name of the delegate by April 30. The notification should include the students name and contact information. The appointment on the committee shall be effective the day after graduation and shall be for one (1) year. In the event the delegate is not able to serve a full-term (due to early graduation or leaving the University), the Union must provide the Office of Human Resources with notification of the change, the reason for the change and the name of the replacement delegate who will serve out the remainder of the appointment.

The parties may exercise a Student Insurance reopener for Year 3 of this Agreement (the academic year beginning August, 2012). In the event either the Union or the University seeks to reopen and bargain over the Student Insurance, they must notify the other party in writing no less than 60 days prior to the beginning of the academic year.

**ARTICLE 17  
DURATION OF AGREEMENT**

**Section 1. Term of Agreement**

This Agreement shall be effective August 16, 2010, and continue in full force and effect through August 15, 2014. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the expiration date that it desires to modify or terminate this Agreement. In the event that either party submits such notification, the other party retains the right to submit proposed modifications to this Agreement during the resulting negotiations.

**Section 2. Status During Negotiations**

Once the notice called for in Section 1 above has been given, this Agreement shall remain in full force and effect indefinitely throughout the negotiations until a new Agreement has been entered into; provided, however, that either party may after the expiration date of this Agreement terminate the same by giving at least ten (10) days written notice to the other party of its intention to so terminate.

**Section 3. Commencement of Negotiations**

The party giving notice of a desire to modify the contract as provided for in Section 2 above shall commence negotiations by submitting a detailed list of modifications or changes desired. The party receiving said notice may propose additional changes in the contract.

**ARTICLE 18  
NO STRIKE**

**Section 1. Activities Prohibited**

During the term of this Agreement or any extension thereof, neither the Union nor its agents or any bargaining unit member for any reason will authorize, instigate, aid, promote, sponsor, condone, or engage in any slow-down, work stoppage, strike, sympathy strike, or any other interference with the operations of the University. Bargaining unit members shall remain at work during any such interruption which may be caused or initiated by others unless it will be injurious to his/her health and/or safety as documented or verified by a reliable authority.

**Section 2. No Lockout**

The University will not lockout any bargaining unit member during the term of this Agreement as a result of a labor dispute with the Union.

**Section 3. Cause for Disciplinary Action**

The University may take disciplinary action up to and including initiating discharge proceedings against any bargaining unit member who violates this Article.

**ARTICLE 19  
UNION RIGHTS**

**Section 1. Union Responsibility**

The Union agrees that it will not conduct Union business during an Assistant's working hours nor in any way intimidate, threaten, or coerce any bargaining unit member. The Union agrees that, during

the term of this Agreement, neither the Union nor any officer, steward, or member may solicit membership or engage in Union activity with bargaining unit members during those bargaining unit members' working hours.

**Section 2. Notification.**

The University will provide a bargaining unit roster to the Union by the 16<sup>th</sup> of the month following the start of each semester. The roster shall include a list of all individuals eligible for membership in the Union (Graduate Assistants and Teaching Assistants).

The Union shall provide the University with a list of all Union Officers and the duration of their appointment as a Union Officer prior to the start of the academic year, and of any subsequent changes of the Union Officers within two weeks of said changes.

**Section 3. Time Off/Compensation for Union Activities**

Subject to the operating needs of the Employer, the Union president and/or Union Grievance Officer may be absent from work to attend contract negotiations, meetings with UPI officials regarding A.G.E. contract negotiations and/or contract administration, meetings requested by the University Contract Administrator and/or Chief Negotiator, Union-Administration labor-management meetings, student insurance committee meetings, and meetings related to the disposal of grievances. Union members requesting and/or required to attend any of the above meetings must notify their supervisors prior to the meeting and obtain approval for release time. Other bargaining unit members may be granted release time as authorized by the University Contract Administrator and/or Chief Negotiator and is subject to supervisory approval.

**ARTICLE 20  
SAVINGS**

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

**ACCEPTANCE BY THE PARTIES**

IN WITNESS WHEREOF, the Union and the Employer have executed this Agreement by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

FOR THE UNIVERSITY  
PROFESSIONALS OF ILLINOIS,  
LOCAL #4100

BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ILLINOIS

By \_\_\_\_\_  
Elinor Sullivan, UPI President

By \_\_\_\_\_  
Comptroller

By \_\_\_\_\_  
Jennifer Carter, President, A.G.E.

ATTEST: \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
UPI A.G.E. Bargaining Team Member

APPROVED: \_\_\_\_\_  
Associate Vice President for  
Administration and Human Resources

By \_\_\_\_\_  
UPI A.G.E. Bargaining Team Member

\_\_\_\_\_  
Provost/ Vice Chancellor  
for Academic Affairs

\_\_\_\_\_  
Office of Human Resources

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
For University Counsel                      Date

APPENDIX "A"  
WAGES

YEAR	STATUS	RATES	EFFECTIVE
Academic Year 2010 - 2011	First Year	\$901.00	08/16/10
	Second year	\$951.00	
Academic Year 2011 - 2012	First Year	\$950.00	08/16/11
	Second Year	\$1000.00	
Academic Year 2012 - 2013	First Year	975.00	08/16/12
	Second Year	1025.00	
Academic Year 2013 - 2014	First Year	1050.00	08/16/13
	Second Year	1100.00	

**APPENDIX "B"**  
**GRIEVANCE FORM**

1. GRIEVANT: \_\_\_\_\_

(name)

\_\_\_\_\_

(address)

\_\_\_\_\_

(phone no.)

2. PROVISION(S) OF AGREEMENT ALLEGED TO HAVE BEEN VIOLATED

(Cite both article and section number):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. DATE VIOLATION ALLEGEDLY COMMITTED: \_\_\_\_\_

4. STATEMENT OF GRIEVANCE (Be specific as to acts or omissions complained of and who committed alleged violation):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. STATEMENT OF THE HARM CLAIMED TO HAVE RESULTED FROM ALLEGED VIOLATION:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. REMEDY SOUGHT:

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7. LISTING OF DOCUMENTS RELATED TO ALLEGED VIOLATION AND/OR HARM:

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\_\_\_\_\_  
Grievant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Union Grievance Officer

\_\_\_\_\_  
Date

(Required only if Grievant chooses to be represented by UPI)

ACKNOWLEDGMENT OF FILING

The undersigned acknowledges that on \_\_\_\_\_ the foregoing grievance was filed with the University Grievance Administrator \_\_\_\_\_ by personal delivery or \_\_\_\_\_ received by certified or registered mail, return receipt requested. (Check One.)

\_\_\_\_\_  
University Grievance Officer or Designee

\_\_\_\_\_  
Date