

# **Agreement**

by and between

**The Board of Trustees of Illinois State University**

and

**SEIU Local 73**

for and on behalf of

**Illinois State University  
Graduate Teaching Assistants**

**October 15, 2021  
through  
June 30, 2023**

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## **Preamble**

This Collective Bargaining Agreement (the “Agreement”) is by and between the Board of Trustees of Illinois State University at Normal, Illinois (the “Employer” or the “University”) and Local 73 of the Service Employees International Union (“the Union” or “SEIU”).

Individuals covered by this Agreement are hereinafter referred to as “Graduate Teaching Assistants” or “Employees”. Both parties understand that the Employees covered by this Agreement have multiple roles at the University, and that the terms of this Agreement apply only to their role as Employees in the Graduate Teaching Assistant classification.

## **Article 1: Recognition**

The University recognizes the Union as the exclusive representative of all the Employees in the unit set forth below, found to be appropriate for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment. Pursuant to the Certification of Representative issued by the Illinois Educational Labor Relations Board in Case No. 2018-RC-0014-C, the bargaining unit consists of:

Included: All teaching assistants employed by Illinois State University.

Excluded: Research assistants, pre-professional assistants, graduate practicum employees, administrative/operational assistants, all other graduate student employees not performing the duties of teaching assistants, and all other employees of Illinois State University.

The Employer and the Union agree that a change in title of the Graduate Teaching Assistant classification shall not remove the classification from the bargaining unit, so long as the type of work performed by employees in the new classification title remains the same.

## **Article 2: Purpose of Agreement**

The University and the Union are committed to the highest standards of academic excellence in all phases of instruction and uninterrupted quality education for the Illinois State University community. The purpose of this Agreement is to further the achievement of high-quality instruction through the promotion of a sound and mutually beneficial relationship between the University and the Union.

## **Article 3: Limitations**

### Section 3.01: Applicable Laws, Policies, and Guidelines

This Agreement is subject to:

- (1) Applicable Federal and State laws and regulations, as such may be amended from time to time;
- (2) Rules of Federal and State agencies which have the force and effect of law, as such may be amended from time to time;
- (3) Board of Trustees Governing Documents, including but not limited to Governing Statutes, Policies, By-Laws and Regulations, as such may be amended from time to time, except as expressly provided for in this Agreement;
- (4) Policies, procedures, and provisions of employment as established by the University, as such may be amended from time to time, except as expressly provided for in this Agreement.

### Section 3.02

Should any provision of this Agreement or any application thereof become unlawful by virtue of any Federal or State law or regulation, Executive Order, or decision of a court of competent jurisdiction, the provision or application shall be modified by the parties to comply with the law, order or decision and all other provisions of this Agreement shall continue in full force and effect.

## **Article 4: Management Rights**

### Section 4.01

Except as expressly modified or restricted by a specific provision of this Agreement, all rights, powers, responsibilities, duties, and authority inherent in the management of the University are retained by, and may be exercised at the sole and exclusive discretion of, Illinois State University and its Board of Trustees and representatives. Such rights, powers, responsibilities, duties, and authority include by way of example, but are not in any way limited to, the exclusive right and power to:

- determine the mission of the University and the methods and means necessary to fulfill that mission, including the University's organizational structure and the transfer, alteration, curtailment or discontinuance of any services;
- manage the University and direct the University's property, including determining financial, accounting, and budgetary policies and procedures, adopting and amending budgets, and making budgetary allocations or reallocations affecting the University as a whole or any of its departments or units;

- determine the number, location, or relocation of facilities, buildings, rooms, and ancillary facilities (such as parking lots, outdoor spaces, etc.), including the policies governing the use of such facilities, buildings, rooms, or ancillary facilities;
- plan, establish, terminate, modify, and implement all aspects of: educational policies and practices, including curricula; admissions and graduation requirements and standards; scheduling; the academic calendar; student discipline; and the establishment, expansions, subcontracting, modification, alteration, reduction, combination, or transfer of any job, department, program, course, institute, or other academic or nonacademic activity and the staffing of the activity;
- utilize personnel, methods, and means in the most appropriate and efficient manner possible as determined by the University;
- determine the number of employees to be appointed or reappointed, establish or modify criteria and qualifications for employment, determine fitness for employment, hire, transfer, appoint, reappoint, and determine the appointment fraction and duration of employment upon appointment for all employees, including whether employees will be re-appointed and, if so, the terms and conditions governing such reappointment;
- establish, modify, combine, or eliminate job classifications;
- adopt, modify, discontinue, and enforce policies, rules, and procedures, including policies, rules, and procedures governing tuition waivers and the work, training, and conduct of employees and including policies, rules, and procedures to comply with state and federal law;
- direct, supervise, train, and evaluate employees;
- exercise sole authority on all decisions involving academic judgment, including but not limited to those decisions concerning:
  - the types and kinds of services and work to be performed by employees or by others, including work assignments, workload, work to be completed, scheduling of work, the location of such services or work, who is taught, what is taught, and how, when, and by whom instruction and other services are assigned, scheduled, and delivered;
  - class schedules and the number and assignment of students to these classes;
  - courses, the content of courses, and curriculum;
  - the methods and means by which work shall be performed and services provided, including methods of instruction, the instructional materials and equipment to be utilized by employees, and the nature and form of required assignments, examinations, and other work; and,
  - grading policies and practices;
- adopt, modify, discontinue, and enforce quality and performance standards for Graduate Teaching Assistants;

- discipline or dismiss Graduate Teaching Assistants for just cause;
- determine all academic, financial, and other policies, procedures, rules and regulations in regard to employees' status as students, including but not limited to:
  - admissions decisions;
  - all questions of student code of conduct matters, academic standing, academic integrity, and any matter relating to academic performance or progress in a University educational program;
  - determining who will receive financial aid, the amount of any financial aid, and the terms of that aid; and,
  - establishing or modifying tuition rates, fees, and fee structure;
- perform all other functions inherent in the administration, management, and control of the University.

This enumeration of management's rights is not all inclusive but, rather, is illustrative of the type of matters or rights which belong to and are inherent to management and shall not be deemed to exclude management rights not specifically listed. In addition, the University, in not exercising any right or power hereby reserved to it in this Article 4, or in exercising any such right or power in a particular way, will not be deemed to have waived its right to exercise such right or power and will not be precluded from exercising the right or power in some other way.

Section 4.02

Nothing in this Agreement shall be construed to apply to a Graduate Teaching Assistant in the Graduate Teaching Assistant's separate and distinct role as a student.

**Article 5: No Strike/No Lockout**

Section 5.01: No Strike

During the term of this Agreement or any extension thereof, neither the Union nor any Employee covered by the Agreement will instigate, promote, sponsor, or engage in any strike, sympathy strike, slowdown, concerted stoppage of work, or any other interruption or interference of the operations of the University by Graduate Teaching Assistants. Any Employee who violates the provisions of this Article may be subject to disciplinary action, up to and including dismissal.

Section 5.02: No Lockout

The Employer will not lock out any Employees covered by this Agreement during the term of the Agreement.

## **Article 6: Non-Discrimination**

### Section 6.01

The University and the Union agree that they will not practice discrimination against any Employee covered by this Agreement in a manner which would violate any applicable laws because of race (i.e. EEO Ethnicity and Race Categories), religion, color, national origin, sex (including sexual harassment, sexual assault, domestic violence, dating violence, and stalking), sexual orientation, order of protection, gender identity and expression, ancestry, marital status, age, disability, pregnancy, genetic information, unfavorable military discharge, status as a veteran, arrest record status, or citizenship status. Complaints involving discrimination or sexual harassment shall be reported to and exclusively handled by the University's Office of Equal Opportunity and Access, or the office designated by the University, and shall not be subject to the Grievance and Arbitration process.

### Section 6.02

The University and the Union agree that Union membership is entirely a matter of an Employee's free choice and determination, and that each Employee may make his/her own personal decision with respect to Union membership, without intimidation or coercion. The University and Union further agree there will be no discrimination against Employees because of Union membership or because the Employee is acting as a representative of the Union or its members pursuant to the provisions of this Agreement.

## **Article 7: Union Access and Employee Information**

### Section 7.01: Access to Employees

The University will provide the Union's representatives with reasonable access to Graduate Teaching Assistants to conduct Union business on University premises, in accordance with and as expressly provided under Section 5/3(c) of the Illinois Educational Labor Relations Act, 115 ILCS 5/3(c).

This access shall at all times be conducted in a manner (including but not limited to ensuring the access does not in any way impact the completion of the Graduate Teaching Assistant's responsibilities) so as not to impede normal operations, as determined by the University. In order to ensure Union business is conducted in a manner so as not to impede normal operations, no Union representative and/or Employee shall leave an assigned duty to conduct Union business without first making mutual arrangements with their respective immediate supervisor(s) (or designees).

Under 115 ILCS 5/3(c) this access includes, but is not limited to, the following types of Union Business:

- Meeting with Graduate Teaching Assistants to investigate and discuss grievances and workplace-related complaints;

- Meeting with newly hired Graduate Teaching Assistants on University premises for up to one (1) hour within the first three (3) weeks of the first semester in which the Employee begins employment in the bargaining unit.

To the extent a department/school holds an orientation specifically for Graduate Teaching Assistants (or, if none is held specifically for Graduate Teaching Assistants, one specifically for Graduate Assistants), the one (1) hour meeting requirement under 115 ILCS 5/3(c) will be satisfied by affording the Union (a) thirty (30) minutes at a mutually agreeable time during an orientation meeting to speak with the department/school's newly hired Graduate Teaching Assistants attending the orientation, and (b) an optional thirty (30) additional minutes, within the first three (3) weeks of the first semester in which the Employee begins employment, to meet with individual newly hired Graduate Teaching Assistants in that department/ school;

For the purposes of this provision, the first day of classes will be considered the first day of the semester.

and,

- Using any facility mailboxes assigned to Graduate Teaching Assistants, and bulletin boards designated by the University for the use of the Union, to communicate certain types of information, as identified under 115 ILCS 5/3(c), to Graduate Teaching Assistants. Bulletin board postings may not display profanity or alcohol/substance abuse products or references.

#### Section 7.02: Bargaining Unit Information

The University will provide the Union with a bargaining unit roster and information concerning Graduate Teaching Assistants newly hired into the bargaining unit, in accordance with and as expressly provided under Section 5/3(c) of the Illinois Educational Labor Relations Act, 115 ILCS 5/3(c).

#### Section 7.03: Identification of Union Representatives

In an effort to facilitate administration of this Article, the Union will furnish the Director of Labor Relations with: (1) the names and contact information of all officers, stewards, and other Union representatives authorized to conduct Union-related business; and (2) the names and email addresses of the individual(s) to whom the Bargaining Unit Information provided for under Section 7.02 should be sent. The Union will notify the University of updates to these lists as changes are made.

## **Article 8: Discipline and Dismissal**

#### Section 8.01

The parties recognize the authority of the University to take disciplinary action, up to and including dismissal, against a Graduate Teaching Assistant for just cause.



Discipline may result from an accumulation of infractions as well as from a single infraction. Formal disciplinary actions include a Written Warning and Dismissal; the University reserves the right to skip the Written Warning step based upon the severity of the infraction.

#### Section 8.02: Investigatory Meeting

Prior to making a determination to discipline a Graduate Teaching Assistant, the School/Department Chair or designee will hold an investigatory meeting with the Employee. The Graduate Teaching Assistant will be given advance notice of this meeting and advance notice that they are entitled to the presence of a Union Representative during the investigatory meeting if so requested, provided the Employee has reasonable grounds to believe that the results of the investigatory meeting may be used to support disciplinary action against the Employee.

#### Section 8.03: Scope of Article

In this Article 8, “discipline” and “dismissal” refer only to a Written Warning, or to the termination of a Graduate Teaching Assistantship during a semester or other period of appointment, due to conduct or work performance in the Employee’s role as a Graduate Teaching Assistant.

In the event the dismissal of an Employee is arbitrated, and the arbitrator does not find for the University, the arbitrator may only make a finding of fact and award pay; the arbitrator may not award reinstatement. Such pay shall not exceed an amount the Employee would have earned in their role as a Graduate Teaching Assistant, through their stipend, “extra pay” (if any), recognition award (if any), or bonus (if any), from the date of dismissal to the end of the appointment period.

As provided under Article 10: Appointments, cancellation/termination of an appointment for failure to meet or maintain eligibility, the expiration of an appointment, and/or the University’s determination to not offer reappointment (this reason shall not be illegal) are not considered Discipline or Dismissal under this Article 8 and shall not be subject to the Grievance and Arbitration procedures of this Agreement.

## **Article 9: Grievance Procedure**

#### Section 9.01: Definition

A grievance is a complaint by an Employee, group of Employees, or the Union involving the application or administration of the express provisions of this Agreement. All grievances shall be filed in accordance with the provisions herein.

#### Section 9.02: Time Limits

For purposes of this Article 9, workdays are considered to be Monday through Friday, except for days when the University offices are closed. Failure of the grievant or the Union to comply with the time limits of this Article shall render the grievance null and void and bar subsequent processing of the grievance. Failure of the University to respond to the grievant or Union within the time limits of this Article

shall move the grievance to the next step. Time limits may only be extended by mutual agreement of the parties. Any agreement to extend grievance timelines will be committed to in writing by both parties; for the purposes of this provision, an email exchange between the parties will be acceptable.

#### Section 9.03: Informal Step

Within ten (10) workdays after an event giving rise to a potential grievance (or within ten (10) workdays after the Employee knows or should have known of the conditions giving rise to the potential grievance), the Employee and/or the Union shall request a meeting with the School/Department Associate Chair (or designee) to discuss and attempt to resolve the complaint.

The Informal Step meeting must be held within ten (10) workdays following the request for the meeting, unless there are extenuating circumstances. The School/Department Associate Chair (or designee) shall provide a verbal response within five (5) workdays after the meeting. Complaints settled at the Informal Step of the grievance procedure shall not establish precedent.

The School/Department will designate another individual to complete the Informal Step if the Employee in question has previously alleged, utilizing the process found in Article 6 (Non-Discrimination), that the School/Department Associate Chair (or designee) engaged in discrimination or harassment against the Employee.

#### Section 9.04: 1<sup>st</sup> Formal Step

If, after the Informal Step, the complaint is not settled and the Employee or the Union wishes to pursue the matter, the complaint shall be reduced to writing on a standard form mutually agreed to by the Parties to this Agreement. The written grievance shall contain a complete and specific statement of: the facts of the alleged grievance (including a description of the incident giving rise to the alleged violation of this Agreement and the time, date and place of the event or act); the exact provision or provisions of this Agreement alleged to have been violated; and, the relief requested. To the extent this information is not included on the written grievance when submitted, it will not invalidate the grievance; however, the Union will be required to amend the grievance, with the additional required information, prior to the conclusion of the Step 1 meeting or the grievance will be rendered null and void and barred from subsequent processing. The written grievance must be signed and dated by the grievant(s) and/or the Union Representative.

The written grievance must be submitted to the School/Department Chair (or designee) within 15 workdays after the Informal Step meeting. The School/Department Chair (or designee) shall, within ten (10) workdays of receipt of the written grievance, initiate scheduling a meeting at a day and time convenient to all parties. Within 15 workdays following this meeting, the School/Department Chair (or designee) shall issue a written "1<sup>st</sup> Step" response to the grievance. Grievances settled at the 1<sup>st</sup> Formal Step of the grievance procedure shall not establish precedent.

### Section 9.05: 2<sup>nd</sup> Formal Step

If the grievance is not settled at the 1<sup>st</sup> Formal Step and the grievant or Union wishes to appeal the grievance to the 2<sup>nd</sup> Formal Step, the grievance along with the 1<sup>st</sup> Formal step response shall be submitted to the Director, Labor Relations (or designee) within ten (10) workdays after the 1<sup>st</sup> Formal step response. The Director, Labor Relations (or designee) shall, within 15 workdays of receipt of the appeal to the 2<sup>nd</sup> Formal Step, initiate scheduling a meeting at a date and time convenient to all parties. Within 15 workdays following this meeting, the Director, Labor Relations (or designee) shall issue a written "2<sup>nd</sup> Step" response to the grievance.

### Section 9.06: Arbitration

If the grievance is not settled at the 2<sup>nd</sup> Formal Step, the Union may, within 15 workdays after receipt of the 2<sup>nd</sup> Formal Step response, file for arbitration with the Federal Mediation and Conciliation Service.

Within 30 workdays after the Union files for arbitration with the Federal Mediation and Conciliation Service, the parties shall:

- Jointly obtain a list of nine (9) arbitrators from the Federal Mediation and Conciliation Service; and,
- Meet in person or by telephone and alternately strike names until a single name remains.

Either party shall have the right to reject the complete arbitrator list one (1) time.

If a question of arbitrability accompanies a grievance, the same arbitrator will not decide both the arbitrability issue and the merits of the grievance.

The scope of the arbitration is limited to the terms of this Agreement and any supplemental agreements between the parties. Board of Trustees Regulations and By-laws, University Rules and Policy, laws of the United States and the State of Illinois, and the Rules and Regulations of administrative agencies are not subject to arbitration.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the particular issues necessary to resolve the grievance without recommendation or comment on any other matter. The arbitrator shall not have authority to act upon any concern, issue, or condition not identified in writing at the 1<sup>st</sup> Formal Step of this process. The arbitrator shall be without power to make a decision or render an award contrary to or inconsistent with or vying in any way with the application of laws, rules and/or regulations having the force and effect of law. The arbitrator shall submit in writing the decision and award within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision and award shall be based solely upon the arbitrator's interpretation of the meaning or application of the facts of the Agreement to the grievance presented.

The cost of services of the arbitrator and all other costs incurred by the arbitration shall be borne equally by both parties except that neither side shall be responsible for the expense of the other's witnesses and/or representatives.

#### Section 9.07: Choice of Forums

If a grievance is filed under the procedures of this Article and the grievant presents a concern in another venue over the same set of facts, the University will not be required to process or continue processing the grievance.

#### Section 9.08

It is understood that titles vary across University departments and schools and, for the purposes of this Article, "Associate Chair" or "Chair" may refer to an equivalent position within a particular department or school, regardless of title.

## **Article 10: Appointments**

#### Section 10.01: Eligibility for Graduate Teaching Assistant Appointments

To be eligible for a Graduate Teaching Assistant appointment, Graduate Teaching Assistants must meet all applicable eligibility requirements established by the University and all applicable federal and state eligibility requirements. The determination of eligibility for appointment to a Graduate Teaching Assistant position and the determination of to whom to offer an appointment are solely at the discretion of the University.

If a Graduate Teaching Assistant fails to meet or maintain eligibility for a Graduate Teaching Assistant appointment (as determined by the Graduate School and/or the academic program), the University may, at its sole discretion, cancel or terminate the assistantship. Such cancellation or termination shall not be considered Discipline or Dismissal under Article 8 of this Agreement.

Nothing in this Section shall be subject to the Grievance and Arbitration procedures of this Agreement. This is not meant to preclude the Union from filing a grievance under another Section of this Agreement claiming an employee was dismissed for a reason other than eligibility.

#### Section 10.02: Appointment Offer Letter

Official Graduate Teaching Assistantship appointment offer letters to Graduate Teaching Assistants will include the following information regarding the appointment offered:

- Classification Title;
- Appointment Period (Start Date and End Date)\*;

- Full-Time Equivalency (FTE) Percent;
- General Number of Hours Worked per Week;
- Hiring Department;
- Compensation Rate; and,
- Department/School Graduate Coordinator Name and Contact Information.

\* The Appointment Period identified in the offer letter is intended to include the date(s) of any mandatory meeting(s), including those that precede the start of the academic semester. A Graduate Teaching Assistant will be notified as soon as practicable if the department determines that the date of a mandatory meeting will require an adjustment to a Graduate Teaching Assistant's Appointment Start Date

In addition, the appointment offer letter to Graduate Teaching Assistants will include:

- General information regarding the terms of any tuition waiver associated with the assistantship, along with a link to the University's Graduate Assistant Handbook, where the individual can learn more about any tuition waiver;
- Information regarding where the individual can learn more about student fees; and,
- General information concerning tentative job duties, if known.

Specific job duties and assignments of a Graduate Teaching Assistant vary between and within Departments/Schools. The parties recognize that specific job duties and assignments are also dependent upon factors such as student enrollment, course registration/sections needed, and availability of teaching resources, and that this information is typically not known when an offer of appointment is extended.

If any of the bulleted information in Section 10.02, above, is not provided to a new hire in the new hire's offer letter, this information will be provided to the new hire within the first week of the new hire's Appointment Period.

#### Section 10.03: Acceptance of an Appointment Offer

All appointment offers are contingent upon the conditions of the offer established by the University. To the extent a Graduate Teaching Assistant accepts an appointment offer and meets the conditions of the offer required of them, but, prior to the Appointment Start Date, the University determines the appointment is no longer available for any other reason (e.g., other conditions of the offer are not met, funding is not available, etc.):

- The University will notify the Graduate Teaching Assistant that the appointment is no longer available and provide the reason(s) why; and,
- The University will attempt to identify a different position the Graduate Teaching Assistant is qualified to perform.

#### Section 10.04: Renewal of Appointments

Each Graduate Teaching Assistant appointment ceases at the end of the designated appointment period. Graduate Teaching Assistants may be reappointed to the same department/school or a different department/school at the sole discretion of the department/school. The expiration of an appointment and/or the University's determination to not offer reappointment are not considered Discipline or Dismissal under Article 8 of this Agreement. Nothing in this Section shall be subject to the Grievance and Arbitration procedures of this Agreement.

### **Article 11: Hours of Work**

#### Section 11.01

A Graduate Teaching Assistant's expected hours of work are reflected in their percentage of appointment. Such hours of work are separate and distinct from the time required for the Graduate Teaching Assistant's own academic coursework.

#### Section 11.02

It is understood that Graduate Teaching Assistants 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 11.03

A Graduate Teaching Assistant's appointment percentage, or "full-time equivalency" (FTE), will be based on the appointing School's/Department's determination of the amount of time it should normally take to perform the assigned duties. The actual number of weekly hours of work are expected to vary over the course of the appointment period. It is expected that a 0.50 FTE Graduate Teaching Assistant will devote an average of 20 hours per week to their Graduate Teaching Assistant duties over the course of a full appointment period. Graduate Teaching Assistants appointed for other FTE levels would be expected to perform work for a proportionately greater or lesser average number of hours per week over the course of a full appointment period.

### **Article 12: Expenses**

#### Section 12.01: Travel

If a Graduate Teaching Assistant is required by their appointing School/Department to travel in direct relation to their Graduate Teaching Assistant duties, the University will reimburse the Graduate Teaching Assistant for such travel, in accordance with State regulations as outlined in the University's travel-related policies and procedures, as such policies and procedures may be amended from time to time.

### Section 12.02: Equipment

Graduate Teaching Assistants will not be expected to pay for equipment required for the fulfillment of work-related duties. Graduate Teaching Assistants will also not be expected to pay for such equipment that is broken or damaged in the execution of approved or authorized work-related duties. Any equipment purchased or provided by the University for the fulfillment of work-related duties is the property of the University.

### Section 12.03: Immunizations and Certifications

If the University (including but not limited to a School or Department within the University) determines that an immunization or certification is required for a Graduate Teaching Assistant to perform the functions of an appointment, the University will pay for such immunization or certification. Nothing in this Section is intended to apply to any immunization or certification required by law (including but not limited to those required for immigration purposes); as part of the admissions process (or any renewal of such certification/immunization thereafter); or, to obtain or renew a professional license; i.e. an immunization or a certification not required solely as a condition of the assistantship. It is understood that, if a Graduate Teaching Assistant is required by their appointing School/Department to travel out of the country in direct relation to their Graduate Teaching Assistant duties and the Graduate Teaching Assistant is required to receive immunization(s) in order to complete this travel out of the country, the Graduate Teaching Assistant will be responsible for any costs associated with the immunization(s) that are not otherwise covered through the Graduate Teaching Assistant's health insurance.

## **Article 13: General Provisions**

### Section 13.01: Notice of Union Representation

The University will notify all newly hired Graduate Teaching Assistants that their Graduate Teaching Assistant position is in a bargaining unit represented by Local 73 of the Services Employees International Union. The University will also provide these newly hired Graduate Teaching Assistants with information on where they may find this Agreement on the Union's website and on the University's website.

### Section 13.02: Outside Employment

Nothing in this Agreement precludes an Employee with a Graduate Teaching Assistant appointment from employment elsewhere (either within or outside the bargaining unit), so long as the other employment does not interfere with the Graduate Teaching Assistant's obligation to satisfactorily perform all terms and conditions of the Graduate Teaching Assistant's employment as a Graduate Teaching Assistant. If the other employment is also at Illinois State University (either within or outside the bargaining unit), the total number of hours worked in a workweek may not exceed either the maximum number of hours the University permits Graduate Assistants to work in a workweek or the limitations on the Employee's work authorization (if any).

### Section 13.03: Employee Access to Personnel Records

- A. Employees may have access to, or dispute, their personnel records in accordance with University policy and the Personnel Records Review Act, 820 ILCS 40/.
- B. An Employee representative may, with written permission from the employee, have access to an employee's personnel record in accordance with University policy and the Personnel Records Review Act, 820 ILCS 40/.

### Section 13.04: Child Care

The University will provide information regarding childcare resources available to Employees through a website currently accessible at <https://hr.illinoisstate.edu/benefits/family/child-care/>.

### Section 13.05: Parking

In addition to the parking permits made available to them through their status as commuter or campus resident students, doctoral-level Graduate Teaching Assistants will remain eligible to purchase faculty/staff surface parking permits at the same rates as faculty and staff, in accordance with the policies and procedures of the University Office of Parking and Transportation, as amended from time to time. Effective with the 2022/2023 academic year, masters-level Graduate Teaching Assistants will also be eligible to purchase faculty/staff surface parking permits at the same rates as faculty and staff, in accordance with the policies and procedures of the University Office of Parking and Transportation, as amended from time to time. Also effective with the 2022/2023 academic year, a monthly payroll deduction option for the cost of purchasing parking permits will be made available to all Graduate Teaching Assistants.

## **Article 14: Health Care**

### Section 14.01

In their separate role as students, Graduate Teaching Assistants are eligible both to access Student Health Services and for coverage under the University's Student Health Insurance Plan. Information about Student Health Services may be found online at <https://healthservices.illinoisstate.edu/>. Information about coverage and enrollment requirements under the University's Student Health Plan(s), and the costs of these Plan(s), may be obtained from the Student Health Insurance Office at <https://healthservices.illinoisstate.edu/insurance/>. The Union shall designate two (2) Graduate Teaching Assistants to meet annually with University officials responsible for student health services for the purpose of providing input to the University with respect to the University's Student Health Insurance Plan. Student Health Services and the Student Health Insurance Plan are applicable only in the student role and as such are not subject to this Agreement in any way. The University retains the sole right and discretion to establish or alter the terms of any service or health plan offered to students, including but not limited to coverage, carriers, cost sharing, or any other plan provision.



## **Article 15: Tuition Waivers and Fee Relief**

### Section 15.01

Tuition waivers and fee relief (if any) for Graduate Teaching Assistants will be provided in accordance with the University's policies and procedures, as such policies and procedures may be amended from time to time. Each Employee will be governed by the tuition waiver and fee relief (if any) policies and procedures for Graduate Teaching Assistants in effect at the time of their appointment letter, for as long as they remain continuously employed by the University as a Graduate Teaching Assistant during the term of that appointment.

### Section 15.02: Tuition Waiver

Notwithstanding the language in Section 15.01, above, Graduate Teaching Assistants will be eligible for a full tuition waiver.

### Section 15.03: Student Health Insurance Fee Reimbursement

Notwithstanding the language in Section 15.01, above, Graduate Teaching Assistants who meet all of the following requirements will be eligible for reimbursement (minus all applicable taxes) of their Student Health Insurance fee during the fall or spring semester:

- a. hold a Graduate Teaching Assistant appointment during the semester of reimbursement;
- b. pay the Student Health Insurance Fee for the semester of reimbursement;
- c. remain covered under the University's Student Health Insurance Plan on the date of reimbursement (typically during the final month of each semester); and,
- d. remain employed in their Graduate Teaching Assistant role on the date of the reimbursement (typically during the final month of each semester).

### Section 15.04: Partial Mandatory Fee Credit

Notwithstanding the language in Section 15.01, above, the University will provide Graduate Teaching Assistants a fee credit equal to 10% of the per credit hour mandatory fees (as determined by the Board of Trustees) actually charged to the Graduate Teaching Assistant as of the 11<sup>th</sup> day of classes, up to a maximum of 9 credit hours for the Fall Semester and 9 credit hours for the Spring Semester.

## Article 16: Stipends

During the term of this Collective Bargaining Agreement (October 15, 2021 through June 30, 2023), the following stipend provisions will apply:

### Section 16.01: Minimum Monthly Stipends

- A. The monthly stipend for Graduate Teaching Assistants with a .50 FTE appointment will be no less than the following minimum monthly stipends. These minimum monthly stipends include market adjustments based upon a review of minimum monthly stipends at comparable universities.

Degree-Level	Effective August 1, 2021	Effective August 1, 2022
<b>Masters Level</b>	\$1,200	\$1,300
<b>Doctoral Level</b>	\$1,300	\$1,400

- B. The minimum monthly stipends for appointments to FTE levels other than .50 FTE will be calculated proportionately to the minimum monthly stipends for .50 FTE appointments provided for in Section 16.01A, above.

### Section 16.02

Nothing in this Article prohibits any School/Department from providing Graduate Teaching Assistant(s) in that School/Department with a monthly stipend that exceeds the applicable minimum monthly stipend provided for in Section 16.01, above. Monthly stipends may vary between Schools/Departments and monthly stipends may vary between Graduate Teaching Assistants within the same School/Department based on a variety of factors, including but not limited to, the nature of the appointment.

### Section 16.03: FY2022 & FY2023 Graduate Teaching Assistant Stipend Increases

- A. FY2022. Employees in the bargaining unit on October 15, 2021 will be eligible for a stipend increase retroactive to August 1, 2021 (or their fall 2021 appointment start date, whichever is later), as follows:
- A GTA whose stipend on October 15, 2021 is below the applicable August 1, 2021 minimum stipend and whose stipend would increase by 3% or more as a result of the August 1, 2021 change in minimum stipends will receive the applicable August 1, 2021 minimum stipend.
  - A GTA whose stipend on October 15, 2021 is below the applicable August 1, 2021 minimum stipend and whose stipend would increase by less than 3% as a result of the August 1, 2021 change in minimum stipends will instead receive a 3% stipend increase.
  - A GTA whose stipend on October 15, 2021 already equals or exceeds the applicable August 1, 2021 minimum stipends will receive a 3% stipend increase.

B. FY2023. Returning Graduate Teaching Assistants (i.e., GTAs with a GTA appointment during the spring 2022 semester who have a GTA appointment in the same department during the fall 2022 semester) will be eligible for a stipend increase effective August 1, 2022 (or their fall 2022 appointment start date, whichever is later), as follows:

- A returning GTA whose spring 2022 GTA stipend is below the applicable August 1, 2022 minimum stipend and whose stipend would increase by 2% or more as a result of the August 1, 2022 change in minimum stipends will receive the applicable August 1, 2022 minimum stipend.
- A returning GTA whose spring 2022 GTA stipend is below the applicable August 1, 2022 minimum stipend and whose stipend would increase by less than 2% as a result of the August 1, 2022 change in minimum stipends will instead receive a 2% stipend increase.
- A returning GTA whose spring 2022 GTA stipend already equals or exceeds the applicable August 1, 2022 minimum stipend will receive a 2% stipend increase.

## **Article 17: Union Deductions**

### Section 17.01: Payroll Deductions

Upon receipt of proper written authorization from the Union, the Employer shall make deductions of Union dues, initiation fees, assessments, and other payments, in the amount(s) certified by the Union, from the pay of an employee who is a Union member covered by this Agreement, and remit such amounts to the Union, in accordance with applicable law. Any changes to Union payroll deductions shall be made in accordance with applicable law.

### Section 17.02: Indemnification

The Union hereby indemnifies and agrees to hold the Employer harmless against any damages and reasonable costs incurred from all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with the provisions of this Article or in good faith reliance on any list, notification, certification, affidavit, or assignment provided by the Union.

## **Article 18: Scope of Agreement**

### Section 18.01

The University and the Union acknowledge and agree that, during the negotiations that resulted in this Agreement, both the University and the Union had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the

understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, both the University and the Union voluntarily agree that neither party shall be obligated to bargain collectively with respect to any subject or matter covered in this Agreement. This Article does not waive the Union's legal right to bargain over any mandatory subject of bargaining that is not covered in this Agreement. This Article does not waive the Union's legal right to request that the University impact bargain, when legally required.

This Agreement represents the entire agreement between the University and the Union. Changes to this Agreement, whether by addition, waivers, deletions, amendments, or modification, must be mutually agreed upon in writing and signed by the responsible representative(s) of both the University and the Union.

## **Article 19: Duration**

### Section 19.01: Period Covered

This Agreement shall be binding and effective as of the date of ratification by both parties and shall expire on June 30, 2023. It shall thereafter be automatically renewed from year to year unless, at least 90 calendar days prior to any expiration date, either party notifies the other in writing of its desire to modify or terminate this Agreement, in which event negotiations will be undertaken without undue delay.

### Section 19.02: Status During Negotiations

Once the notice called for in Section 19.01, above, has been given, this Agreement will remain in full force and effect until a new Agreement is reached or until this Collective Bargaining Agreement is abrogated by one party giving the other ten (10) workdays' notice that this Agreement shall be terminated on or after its natural expiration date.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement by their duly authorized officers and representatives this 14<sup>th</sup> day of December, 2021.

**Illinois State University**

BY /s/ Terri Goss Kinzy  
President, Illinois State University

BY /s/ Michael D. Kruger  
Chief Spokesperson

BY /s/ Aondover Tarhule  
Vice President & Provost

BY /s/ Janice Bonneville  
Associate Vice President, Human Resources

BY /s/ Dan Stephens  
Vice President, Finance & Planning

**SEIU Local 73**

BY /s/ Joseph Richert  
President, SEIU Local 73

Local 73 Negotiating Committee

BY /s/ Ricky Baldwin  
Chief Spokesperson

BY /s/ Heather O'Leary

BY /s/ Trevor Rickerd

BY /s/ Natalie Jipson

BY /s/ Steven Lazaroff

BY /s/ Isabel Samuel

BY /s/ Roy Rowan

BY /s/ Cem Addemir

BY /s/ Edcel Cintron Gonzalez

BY /s/ Rosario Marroquin

BY /s/ Sayanti Mondal

BY /s/ Pearl Osibu