

Section 2.1 Included/Excluded. Southern Illinois University (“University”) hereby recognizes the Graduate Assistants United, IEA-NEA (“Union”), as the exclusive representative for wages, hours, terms and conditions of employment for all employees within the bargaining unit as certified by the Illinois Educational Labor Relations Board on September 26, 2006, in Case No. 2006-RC-0012-S, as follows:

Included: Graduate Student employees at Southern Illinois University Carbondale who have appointments as Teaching Assistants (TAs), Research Assistants (RAs), or Graduate Assistants (GAs), as defined by Section 2(b) of the IELRA, and all other graduate student employees with assistantships in any other title. Additionally, all graduate students who are funded through fellowship and perform duties similar to those outlined in Article 2 Sections 2.2-2.5 of this Agreement will be included in the bargaining unit under this Agreement.

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

#### 4.10 Orientations and Trainings

The Union will have the opportunity to present to graduate assistants during University-wide orientation or trainings which is covered by Article 8.1 of the Agreement. The Union has the right to request to be a part of any scheduled college or departmental graduate assistant orientation or trainings. Attendance by graduate assistants at Union presentations is voluntary and will not be considered a formal part of the orientation or training. Scheduling of the presentations will be coordinated with the director of the unit offering the orientation or training.

#### Section 4.11 Fair Share Agreement

1. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.
2. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Employer shall deduct the fair share fee from the wages of the non-member.
3. Such fee shall be paid to the Association by the Employer no later than ten (10) days following deduction.

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

(a) The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and

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

5. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article. It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Employer or the Employer's imperfect execution of the obligations imposed upon it by this Article.

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

### Section 5.5 Eligibility for Assistantship Appointment.

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

5.5.2 Credit Hour Exceptions. Doctoral students who have achieved candidacy, master's students in their last semester, and students without courses available directly related to their program of study shall only be required to register for six (6) credit hours in the fall and spring semesters. Exceptions to subsection 5.5.1 may be granted upon recommendation of the department's Director of Graduate Studies and confirmed by the Associate Dean and Director of Graduate School.

5.5.3 Tuition Scholarships. All employees, except students seeking a J.D. (juris doctorate) or LL.M. and medical students seeking an M.D. (medical degree) shall receive a full tuition scholarship and a tuition scholarship for up to nine (9) hours in the summer. If an individual who has accepted a TA, RA, GA, or a fellowship appointment fails to enroll as a student, fails to

enroll in or maintain sufficient credit hours of graduate study, withdraws, or otherwise fails to maintain eligibility hereunder the University may, in its sole discretion and not subject to grievance or appeal under the Grievance Procedure in this Agreement, cancel the assistantship appointment. In such event, the individual shall refund to the University the entire tuition scholarship that s/he received for the semester in which the assistantship was cancelled.

Section 5.8 Notice of Appointment. A newly appointed or re-appointed TA, RA, GA, or any other employee in this bargaining unit shall receive a copy of his/her Notice of Appointment which specifies the appointment title, stipend amount, effective dates (duration) of service, and the full-time equivalency (FTE) of the appointment and, if known the general hours of work and specific work assignment. ~~Assignments may be changed at the discretion of the department or program with notice to the assistant.~~ The signed and completed Notice of Appointment shall be issued as early as practicable. Specific work assignments may be changed at the discretion of the department or program with notice to the assistant.

In the event of a legal strike by any exclusive bargaining representative not represented by GAU, graduate assistants will not be used as a condition of their employment as substitute or temporary employees to replace those engaged in a legal strike action. No employing unit shall increase the workload of any graduate assistant to cover for work lost due to any legal strike action.

For teaching assistants who are instructors of record for a course, the Department shall provide a tentative workload assignment by July 1 (for fall semester classes) or December 1 (for spring semester classes), provided however that the Department may, in its sole discretion, thereafter amend the tentative workload assignment if the departmental needs or funding require it.

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

#### 9.7 Compliance:

All employing units shall maintain a certification of completion, signed by the chair or designee and each graduate assistant, confirming the annual review of each graduate assistant in the unit as required by Article 9.1. The Union may make written requests of up to 10 employing units in a fiscal year for a copy of the certification of completion, with response by the unit required within 10 working days of the receipt of the request.

Unresolved issues of non-compliance under this section will be processed as a Union grievance and initiated at level 2 under Article 20.6 of the Agreement.

#### Section 13.1. Stipends:

Section 13.1.1 Salary Increases Fiscal Year 2011 For Fiscal Year 2011, employees covered by

this agreement shall receive a stipend increase of \$0 each month.

Section 13.1.2 Salary Increase Fiscal Year 2012 For Fiscal Year 2012, employees covered by this agreement shall receive a stipend increase of 2% per month over the stipend rate for Fiscal Year 2011, beginning on January 1<sup>st</sup>, 2012.

Section 13.1.2 Salary Increase Fiscal Year 2013 For Fiscal Year 2013, employees covered by this agreement shall receive a stipend increase of 2.5% per month over the stipend rate for Fiscal Year 2012, beginning on July 1, 2012.

Section 13.1.3 Salary Increase Fiscal Year 2014 For Fiscal Year 2014, employees covered by this agreement shall receive a stipend increase of 2.5% per month over the stipend rate for Fiscal Year 2013, beginning on July 1, 2013.

Section 13.1.4 Graduate Assistants will have the right to opt into the system whereby stipends for the year are paid out over twelve (12) months if they so choose. Opting into this system will not change their employment status in any way.

Section 13.1.6 Unit Increases. Nothing in this Section is intended to prohibit individual units from increasing the unit stipend above the minimum amounts stated in Appendix A of this Contract.

~~Section 13.1.7 Fees Freeze All graduate assistants covered under this contract will be assessed fees at the level of 2010-2011 for the duration of the contract.~~

Section 13.1.8 Fellowship Stipend- All students who are appointed as part of a fellowship will be compensated according to the terms of their fellowship, as laid out according to Appendix A of this Contract.

## Section 13.2. Health Care.

Section 13.2.1 Student Medical Benefit Primary Care Fee ~~Fall 2008 & 2009~~. All assistants covered by this Agreement are eligible for such health care benefits as the University provides other students at the same cost and upon the same terms and conditions. ~~Effective Year 2 (academic year Fall 2008), the University shall pay twenty-five percent (25%) of the Student Medical Benefit Primary Care fee of the assistants. Effective Year 3 (academic year Fall 2009), t~~ Effective July 1, 2012, the University shall reimburse one hundred percent (100%) of the Student Medical Benefit Primary Care Fee and twenty-five percent (25%) of the Student Medical Benefit Extended Care Fee to the assistant. Effective July 1, 2013, The University shall reimburse one hundred percent (100%) of the Student Medical Benefit Primary Fee and fifty percent (50%) of the Extended Care fee to the assistant. The reimbursement of these fees shall not be paid by the Assistant's Department or College.

Section 13.2.2 Health Coverage – University and Union Rights. Effective January 1<sup>st</sup>, 2012, the initial deductible shall be two-hundred and fifty dollars (\$250) and there will be no exemption of pre-existing conditions. A dependent care benefit will be available for purchase by graduate

assistants at not less than the current cost of the primary and extended care fees. If any change in the health care benefits reduces the current coverage, then the Union may demand to bargain such reduction in coverage.

Section 13.2.3 Union Designees to Meet With Campus Health Services. The Union shall designate five (5) assistants to meet at least annually with University officials responsible for campus health services for the purpose of reviewing the University's current student health insurance program for the purpose of exploring alternative coverages and structures to provide reasonable health care coverage for graduate assistants and their dependents.

Section 13.2.4 Health Insurance - State Insurance Any assistant who receives State health assistance, in the form of Medicaid, Medicare, or Social Security, may, at their discretion, opt out of the University's Health Coverage Program. Such election shall conform to University policy for opting out of the University's Health Care Program, and public benefits shall be recognized the same way that other health insurance plans are recognized. Upon opting out, any fees paid shall be reimbursed to the assistant.

Section 13.2.5 Affordable Care Act- The University hereby commits to full compliance with the provisions of the 2010 Patient Protection and Affordable Care Act no later than January 1, 2014. The University will take all diligent steps to begin phasing in provisions of the Act before that date.