

AGREEMENT

BETWEEN

UNIVERSITY OF CHICAGO

and

UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA

from

April 1, 2024

through

March 31, 2027

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ARTICLE 1 – AGREEMENT

This Agreement is entered into this April 1, 2024, by and between The University of Chicago (“University”) and the United Electrical, Radio and Machine Workers of America, and its affiliate, UE Local 1103 (GSU-UE) (“Union”).

For purposes of this Agreement the term “Graduate Student Employee” or “GSE” shall refer to any member of the bargaining unit as defined in Article 2, Recognition.

ARTICLE 2 – RECOGNITION

Pursuant to the Certifications issued by the NLRB in Case Nos. 13-RC-307974 and 13-RC-335852, the University recognizes the Union as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours, benefits, and conditions of employment, for all graduate students enrolled in University of Chicago degree programs who are employed to provide instructional or research services, including but not limited to Teaching Assistants, Research Assistants, Course/Teaching Assistants, Graduate Student Instructors, Graduate Student Lecturers, Instructional Graders, Language Assistants, Preceptors, Research Interns, Teaching Consultants, Chicago Center for Teaching and Learning Teaching Fellows, Teaching Interns, Teaching Lab Assistants, Tutors, Writing Interns, and Writing Lectors, in the College, the Divinity School, the Crown Family School of Social Work Policy and Practice, Division of the Social Sciences, Division of the Humanities, Division of the Biological Sciences, Division of the Physical Sciences, Booth School of Business, Irving B. Harris School of Public Policy, the Pritzker School of Molecular Engineering, and the Law School; but excluding, undergraduate students, graduate students who are not employed to provide instructional or research services, Workshop Coordinators, Peer Mentors, office clerical employees, managers, guards and supervisors as defined in the Act.

ARTICLE 3 – DUES CHECK-OFF

Section 1. Union Membership

Subject to applicable law, after the date of ratification of this Agreement, all GSEs holding a position covered by this Agreement, as a condition of employment (i.e., assignment) beginning on the thirtieth (30th) day following the start of employment, shall become and remain members of the Union in good standing insofar as the payment of periodic dues and initiation fees, uniformly required, is concerned, or in lieu of such membership, pay to the Union an agency fee. The amount of such agency fee shall be established by the Union in accordance with applicable law, but in no event shall such fee exceed full union dues.

Section 2. Dues Deductions

The University shall provide the Union with funds deducted from GSEs' pay for union dues or agency fees for those GSEs who authorize the deductions in the amount designated in writing by the financial officer of UE Local 1103. The deductions shall be made provided the Union submits to the University's payroll office deduction requests that clearly denote whether the GSE has authorized dues deductions or whether the GSE has authorized agency fee deductions. The initial version of the Union's payroll deduction form and any changes to the form thereafter shall be shared with the University prior to its initial dissemination. The deductions shall be made from GSEs' paychecks for each pay period. The Union may submit authorization forms to the payroll office at any time, and the deductions will normally begin on the payday following the next applicable payroll cutoff date after the submission of the deduction request.

Section 3. Disbursement of Dues

The University will remit the amounts deducted to the Union on a monthly basis, normally within 14 days after the end of the month in which they are deducted. The University will include in Excel (.xlsx) format a complete editable digital list that includes each GSE's name and the amount deducted from each GSE.

Section 4. Indemnification of University by Union for Pay Deductions

The University assumes no obligation, financial or otherwise, as a result of complying with the terms of this Article, and the Union agrees that it will indemnify and hold the University harmless from any claim, action, or case brought by any GSE arising from deductions made by the University under this Article. Once the funds are transmitted to the Union, their disposition will be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 4 – BARGAINING UNIT INFORMATION

Section 1. Information Shared with Union

To the extent permitted by the Family Educational Rights and Privacy Act (FERPA), the University shall provide to the Union by the end of the fourth week of each quarter an electronic file containing the following directory information for each GSE in the bargaining unit:

1. Name;
2. University email;
3. Phone number;
4. Current mailing address;
5. CNET ID;

If the GSE affirmatively consents to the disclosure of such information to the Union as provided for in Section 2 below, the University will also include in the quarterly report the GSEs’:

1. Job title;
2. Work location
3. Dates of employment;
4. Employing Department or Program;
5. Remuneration;
6. Pay frequency;
7. Pay basis;

This report shall be provided to the Union in Excel (.xlsx) format. At the time of delivery, this report shall include all GSEs who entered and remained in the bargaining unit since the production of the prior report and may exclude those former GSEs who are no longer in the bargaining unit. If any item on this report is unavailable at the time of delivery, every effort shall be made to include this information in future reports.

Section 2. FERPA Communication and FERPA Release

In connection with a GSE’s initial hiring into a bargaining unit position, the University shall provide a FERPA Communication and a FERPA Release Form as described below, either in a fillable form which can be completed and submitted to the University electronically, or if a paper form is sent, scanned and returned electronically. The initial version of the FERPA Communication and the FERPA Release form, and any changes to either document, shall be shared with the Union prior to its initial dissemination.

The FERPA Communication will include, at a minimum, the following information:

- (A) The Union is the GSE's exclusive bargaining representative;
- (B) The Union has a legal obligation to represent the GSE when they are engaged in bargaining unit work and that to do so, the Union may need certain information about its unit members so that it is properly prepared to enforce the collective bargaining agreement, which covers pay and other terms and conditions of employment;
- (C) In order to avoid any conflict between the Union's right to access this information under the National Labor Relations Act, and FERPA, which regulates the disclosure of certain information in a GSE's education records, the GSE will be asked to complete and sign the FERPA Release Form and return the form along with all other on-boarding paperwork, such as an I-9, etc.; and,
- (D) Contact information of both the Union and the University for the GSE to raise any questions about the FERPA Communication and FERPA Release Form and/or how the information shared with the Union may be used.

The FERPA Release Form will contain, at minimum, the following:

- (A) An option for the GSE to waive their privacy rights under the Family Education Rights and Privacy Act (FERPA) and affirm their consent to release non-directory information that may be sought by the Union for representational purposes and to which the Union would ordinarily be entitled under the National Labor Relations Act. This option will be accompanied by a statement that the Union, if provided access to such information by the GSE, may use such information only for the purposes for which the disclosure was made and may not disclose the information to any other party without the prior consent of the GSE;
- (B) An option for the GSE to decline to waive their privacy rights under FERPA;
- (C) Information about how a student may change their selection in the future.

Section 3. FERPA and Discipline/Discharge

In cases related to Article 10, Discipline and Discharge, if the GSE presents a FERPA Release Form at or before a meeting to issue employment-related discipline or discharge, the University will accept the FERPA Release Form and allow the GSE to have a Union steward present.

Section 4. List of New GSEs

The Union reserves the right to request a list of directory information, as defined above, of newly matriculating graduate students who are anticipated to be GSEs for the upcoming Autumn Quarter. The Union may request such a list once annually and no sooner than September 1. Consistent with its obligations under FERPA and other applicable privacy laws, the University will provide the list within fourteen (14) business days after the Union's request. The parties understand that information regarding newly matriculating, anticipated GSEs may not be finalized at the time the list is requested.

Section 5. Aggregate Pay Data

In addition to the list of GSEs with their directory information required by Section 1 above, the Union may request once per year a list showing aggregate compensation paid to GSEs within the bargaining unit. In order to comply with FERPA, this list will not include any personal identifying information.

Section 6. Union Responsibilities

The Union agrees not to use any information disclosed pursuant to this Article for any purpose other than internal Union administration and communication with GSEs. The University and the Union shall interpret and apply this Article in accordance with FERPA.

Section 7. Personnel Records

Personnel records are defined as records documenting a GSE's appointment to a position covered under this Agreement, revision or termination of such an appointment, appointment-related evaluations, or disciplinary action related to such appointment. A GSE's admission records, coursework as a student, academic progress, academic discipline, student conduct discipline, funding for activities not related to appointment to a bargaining unit position, and any other records not related to the GSE's appointment to a bargaining unit position shall not be considered personnel records.

A GSE shall have the right to review their personnel records upon written request, consistent with the University's Policy on Student Education Records and Directory Information. Where the GSE seeks review of their personnel records in relation to a grievance under Article 9, the union steward may be present at the review and examine the documents.

ARTICLE 5 – UNION RIGHTS

Section 1. Union Access

- (A) GSEs, including stewards and elected local officers, shall have access to the University's facilities for the transaction of necessary Union business relating to this Agreement so long as normal business, classroom teaching, and research activities are not disrupted. This may mean requesting and receiving advance permission to visit and scheduling a time with relevant principal investigators or other supervisors so as to limit any disruption to work.
- (B) Union representatives who are not also GSEs shall comply with any applicable University policies on visitor access to the campus, and shall comply with relevant health, safety, and national security regulations.
- (C) No Union representatives shall interfere with programs, operations, or the work of GSEs or other University employees.
- (D) The Union shall have the right to communicate with GSEs using their University-provided email addresses.

Section 2. Meeting Space

Subject to availability, for the purposes of administering this Agreement, GSEs shall have access to meeting space on campus at no cost, or at the lowest cost charged if the University charges for the requested space. Requests can be made to the University by GSEs who are stewards or local elected officers. The Union agrees to comply with all University regulations and policies regarding the reservation and use of such facilities.

Section 3. Bulletin Boards

The University shall designate space on existing bulletin boards in academic units that employ GSEs. The Union's postings must comply with the University's policies regarding bulletin board access and approval, as well as policies related to the time, place and manner of postings, solicitation, discrimination, and harassment. The Union shall be permitted to post notices, flyers, and posters pertaining to interests of GSEs and union activities on these bulletin boards, including, but not limited to, meetings, dues, social activities, and general union business.

Section 4. Communication

Following ratification and approval by the parties, the University shall prepare a .pdf version of this Agreement, distribute it to the Union, and publish the Agreement on the website where the University posts other collective bargaining agreements.

Section 5. Stewards and Other Representatives

- (A) Upon securing permission from a supervisor (which permission shall not be unreasonably delayed or denied) GSEs elected as stewards and local officers shall be permitted

reasonable release time to investigate, present, and process grievances on University property during regular work hours.

- (B) On an annual basis, the Union will provide the University the names of the stewards, union officers, and other authorized representatives, and shall update the list when changes occur. The University shall deal with such individuals as representatives of the Union for purposes of investigating, presenting, and settling grievances in accordance with the provision of this Agreement.

Section 6. Orientation

To allow the Union time to speak to graduate students who may become GSEs, Union representatives shall be given reasonable time at orientation sessions for incoming graduate students where orientation pertains to employment in bargaining unit positions.

- (A) The University shall notify the Union of such orientations as soon as practicable.
(B) The Union shall be allowed to distribute GSE-related union materials at such orientation.

Section 7. Union Conferences

GSEs may request time off, without an interruption in regular funding, from their supervisor to attend Union conventions, conferences, meetings, trainings, or conduct other union business, as long as the time off would not interfere with teaching or research responsibilities, as determined by the supervisor. Requests for time off under this Section shall not be unreasonably denied. All such time off combined shall not exceed 50 business days per year. The Union shall provide a quarterly report listing GSEs who have obtained time off and the amount of time off granted under this section.

ARTICLE 6 - UNIVERSITY MANAGEMENT RIGHTS

Section 1. Management Rights Generally; Non-Exclusive List of Management Rights

Management of the University is vested exclusively in the University. Except as specifically abridged, modified, or restricted by this Agreement, the Union agrees that all powers, rights, and authority of the University, whether written or unwritten, are reserved by the University and that the University, through its administration and academic units, has the right:

- (A) To direct and control University operations;
- (B) To establish, plan, direct, and control the University's mission, programs, objectives, activities, resources, and priorities;
- (C) To operate University services on days and times determined by the University in its sole discretion;
- (D) To establish, administer, and modify reasonable policies, procedures, rules, and regulations for students, faculty, and staff;
- (E) To determine cost and coverage of benefits including health, dental, vision, and other medical insurance and prescription drug policies;
- (F) To select all insurance carriers and to change carriers;
- (G) To alter, extend, or discontinue existing equipment, facilities, and location of operations;
- (H) To determine or modify the number, qualifications, scheduling, responsibilities, classification, work load, and assignments of GSEs;
- (I) To establish, maintain, modify and enforce standards of performance, conduct, order, and safety;
- (J) To evaluate, determine the content of evaluations, and determine the processes and criteria by which GSEs' performance is evaluated;
- (K) To establish and require GSEs to observe reasonable University policies, procedures, rules and regulations, including any applicable policies, procedures, rules and regulations contained in University handbooks;
- (L) To discipline or discharge a GSE for just cause;
- (M) To determine all matters relating to the recruiting, hiring, assignment, reassignment and non-reassignment, transfer, promotion, demotion and layoff of GSEs;
- (N) To establish, reduce, alter, combine or discontinue any job classification, department, unit, operation or service, or portion thereof;
- (O) To open, close in whole or in part, consolidate, reorganize, relocate and expand any of the University's facilities, operations and programs;
- (P) To subcontract all or any portion of any operations.

Section 2. University Reserves Rights

All other rights, functions, and prerogatives of management, whether written or unwritten, whether listed above or not, which have not been modified or restricted by an express written provision of this Agreement, are retained by the University and may be exercised by the University in its sole discretion.

Section 3. No Waiver of Management Rights

The University, in not exercising any right reserved to it in this Article, or in exercising any such right in a particular way, does not waive that right or preclude the University from exercising that right in some other way.

ARTICLE 7 – LABOR MANAGEMENT COMMITTEE

- (A) The University and the Union are committed to a collaborative relationship characterized by candid and effective ongoing communication over matters contained in the Agreement and other matters pertinent to the work responsibilities of the GSEs. To that end, the Parties agree to the creation of a joint labor-management collaboration committee (referred to in this Article as the “Committee”).
- (B) The Committee shall consist of no more than five (5) representatives designated by the Union and five (5) representatives designated by the University. Each Party will designate their own representatives to the Committee.
- (C) Matters of mutual concern, including issues tending to cause misunderstandings, shall be considered and recommendations may be made to either the University or the Union, or to both, by the persons present at the Committee Meeting. However, the University shall retain the final authority with respect to adopting recommendations made by Committee members. Meetings of this Committee shall not be used for negotiations for purposes of altering this Agreement or to discuss pending grievances.
- (D) Unless the parties mutually agree otherwise, the Committee shall meet at least once per quarter at a mutually acceptable date and time. Additional meetings may be held by mutual agreement. Two (2) weeks prior to each meeting, designated Committee representatives of the Union and the University shall suggest agenda items to one another.

ARTICLE 8 – NO STRIKE/NO LOCKOUT

Section 1. All Strike Activity is Prohibited

During the term of this Agreement, or any extension thereof, the Union, its representatives, agents, members, or any GSEs will not:

- (A) instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, or observation of picket lines at or near University Premises;
- (B) withhold or delay any grades, academic evaluations, or research work as a form of concerted activity (as defined under the National Labor Relations Act);
- (C) commit any other interference with or stoppage of work.

Nothing in this Section 1 prohibits GSEs from participating in peaceful protests and orderly demonstrations during non-working time, as permitted under and consistent with the University's Protests and Demonstrations Policy and University Statute 21.

Section 2. Union Duties to Stop Strike Activity

Upon notification by the University to the Union that a GSE covered by this Agreement is alleged to be in violation of Section 1 of this Article, the Union will immediately contact the GSE and inform them, through all reasonable means, that such action is prohibited by this Agreement and instruct the GSE to cease the violation.

Section 3. University Remedies for Strike Activity

In the event of a violation of Section 1 of this Article, the University may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it. Any GSEs engaging in any activity in violation of Section 1 of this Article are subject to discipline.

Section 4. Lockouts are Prohibited

During the term of this Agreement, the University agrees that it will not lock out any of the GSEs covered by this Agreement.

Section 5. Union Remedies for Lockout

In the event of a violation of Section 4 of this Article, the Union may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it.

Section 6. Prohibition on Strikes and Lockouts is Absolute

The prohibition against strikes and lockouts is absolute and applies regardless of whether a dispute is subject to arbitration under the grievance and arbitration provisions of this Agreement.

ARTICLE 9 – GRIEVANCE AND ARBITRATION

Section 1. Definition & Informal Resolution

A. Intention. The grievance procedure is designed, and it is the intention of the parties hereto, to attempt to resolve a grievance to the mutual satisfaction of all parties at the lowest step possible.

B. Definition of a Grievance. A grievance is any complaint or dispute arising out of the application, interpretation, or claimed violation of this Agreement during the term of this Agreement.

C. Informal Resolution. The availability of the formal procedures of this Article notwithstanding, an aggrieved GSE and a Union representative may seek to resolve an issue or disagreement informally through discussion between the GSE and a Union representative, and the appropriate University representative. However, such discussions will not extend the deadline for filing a written grievance, subject to Section 2 of this Article.

D. Resolution of Problems by Individual GSE. Nothing in this Agreement prevents a GSE from resolving any problem in a way that is consistent with this Agreement and the law, with or without the presence of a Union representative, on a non-precedent setting basis.

Section 2. Grievance Procedure Rules

A. Initial Presentation of Grievance. An aggrieved GSE or the Union must present a grievance within 30 (thirty) calendar days of when the aggrieved GSE knew or reasonably could have been expected to know of the circumstances giving rise to the grievance. The grievance must be stated in writing, on a form mutually agreed upon by the parties, and must include the nature of the grievance, the specific provision(s) of the Agreement at issue, the date of the alleged action, the name of the GSE affected, and the relief requested.

B. Time Limits may be Extended. Time limits at each step may be extended by written mutual consent of the parties.

C. Untimely Grievance or Appeal is Waived. Any grievance or appeal to arbitration which is not submitted or appealed at each step within the time limits (or agreed upon extension as indicated in B, above) in this Agreement is waived and there will be no further processing of the grievance or arbitration of that grievance.

D. Withdrawal of Grievances. At any step of the process, grievances may be withdrawn by the GSE.

E. Initiation of Grievance at Step 3. Grievances affecting a group of GSEs may be initiated at Step 3. Grievances challenging the discharge of a GSE may be initiated at Step 3.

F. Scheduling of Grievance Meetings. The parties will schedule grievance meetings to avoid interference with a GSE's work schedule. However, if a GSE must miss work to attend a grievance meeting, the GSE is responsible for following the relevant procedures in place in their academic unit for missed work.

Section 3. Grievance Procedure Process

The following steps will be followed in the processing of grievances:

Step 1: A grievance must be submitted in writing to the GSE's supervisor (or designee) within thirty (30) calendar days of when the aggrieved GSE knew or reasonably could have been expected to know of the circumstances giving rise to the grievance. The grievance will be dated and signed by the GSE or the Union representative and comply with the requirements set forth above in Section 2. Within fourteen (14) calendar days of submission of the written grievance, the Supervisor (or designee) will meet at a mutually convenient time and place with the GSE and the Union representative(s), if any, in an attempt to resolve the grievance. The University will issue a written grievance answer within fourteen (14) calendar days of the Step 1 meeting. The parties agree that grievances, responses, and appeals are considered filed on the date that they are received by the appropriate representative of a party via email or U.S. Mail. In the case of the Union, the appropriate representative is the steward who filed the grievance or represented the GSE at the respective level. In the case of the University, the appropriate representative is the individual who hears the grievance at the respective level.

Step 2: Grievances not resolved at Step 1 may be appealed in writing by the Union or the GSE to the Dean of the GSE's academic program (i.e., School or Division), or the Dean's designee, within fourteen (14) calendar days following issuance of the Step 1 answer, or within fourteen (14) calendar days of the deadline for the Step 1 answer, if the University does not issue a Step 1 answer. The appeal will set forth the reason(s) for the appeal. The Dean or their designee will conduct a meeting within fourteen (14) calendar days of receiving the appeal to try to resolve the grievance. The Dean (or designee) will issue a written Step 2 answer within fourteen (14) calendar days following the Step 2 meeting.

Step 3: Grievances not resolved at Step 2 may be appealed in writing by the Union or the GSE to the Provost or their designee within fourteen (14) calendar days following the issuance of the Step 2 answer. The appeal will set forth in writing the factual or other reason(s) for the appeal. Within fourteen (14) calendar days of receiving an appeal, the Provost or their designee(s) will hold a meeting to discuss the grievance. The Provost, or their designee, will issue a written answer within fourteen (14) calendar days following the Step 3 meeting.

Step 4: A grievance not resolved at Step 3 may be referred in writing by the Union for arbitration, provided that the Provost receives written notice of intent to arbitrate within thirty (30) calendar days following the issuance of the Step 3 answer. Such notice will state the issue(s) the Union wishes the arbitrator to decide and set forth the specific provisions of the Agreement involved and the remedy desired. Only the Union may advance a grievance from Step 3 to arbitration.

A. Arbitrator Selection. After the Union refers a grievance for arbitration, the University and the Union will attempt to select an arbitrator. If an arbitrator is not selected within fourteen (14) days after the Union refers the grievance to arbitration, the Union will request that the Federal Mediation and Conciliation Service (FMCS) furnish the parties with a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators, none of whom are employed by the University or the Union. Either party, before striking any names, will have the right to reject one (1) panel of arbitrators and to request a replacement panel from FMCS. The parties may attempt to agree on an arbitrator from the panel, but if they are not able to do so, the arbitrator will be selected from the list by alternately striking names, with the Union making the first strike.

B. Notice to Arbitrator of Selection. Within ten (10) calendar days after receipt of the panel, the parties shall alternately strike names and the remaining name shall be the arbitrator to hear the grievance. The parties shall promptly notify the arbitrator of their selection.

C. One Grievance per Arbitrator. Not more than one (1) grievance may be submitted to or be under review by any one arbitrator at the same time unless the parties agree otherwise.

D. Arbitrator's Decision Binding. The decision of the arbitrator on any grievance submitted under this Article will be final and binding on all parties.

E. Arbitrator's Fees. The parties will each pay half of the fees and expenses of the arbitrator. Each party will be responsible for its own costs of presenting its case to the Arbitrator.

F. Transcription of Hearing by Court Reporter. The arbitration hearing may be transcribed by a court reporter upon request of either the University or the Union or both. If there is a transcript, it will be given to the arbitrator with the University and the Union each having an opportunity to purchase their own copy. The party requesting the transcript will pay the full cost of the court reporter's fees and of the arbitrator's copy, unless it is mutually requested. In such a case, these costs will be split evenly between the Union and the University.

G. Expedited Arbitration: Notwithstanding the foregoing, in the event of the termination of a GSE, the parties may agree that the grievance should be heard on an expedited basis. In such a case, the Union and the University shall submit a joint request to the FMCS for expedited arbitration. The case shall proceed as provided by the FMCS procedures for expedited arbitration. To the extent that any of the language in parts (A) through (E) of this section does not conflict with the FMCS procedures for expedited arbitration, the language in this Section shall govern.

H. Limits on Arbitrator's Authority. The Arbitrator will have no authority to consider academic matters or render judgment regarding academic progress or standing, as those matters are not covered under this Agreement. The arbitrator also will have no authority to add to, subtract from, or modify, the provisions of this Agreement.

Section 4. Procedural Arbitrability

If either the University or the Union raises an issue of procedural arbitrability, the arbitrator will hear and decide the issue of procedural arbitrability before hearing any evidence on the merits of the grievance. The arbitrator will not be automatically disqualified from deciding the merits of a grievance because they determined arbitrability.

Section 5. No Retaliation

The University will not retaliate against a GSE for participating in a formal or informal grievance procedure.

ARTICLE 10 – EMPLOYMENT DISCIPLINE AND DISCHARGE

Section 1. General

No GSE shall be disciplined or discharged for matters arising out of their employment with the University, except for just cause.

A GSE shall have the right to have a union steward or representative present whenever they are being interviewed regarding events or behavior related to their employment and which may lead to discipline. This right to union representation does not extend to meetings exclusively concerning a GSE's academic conduct or performance as a graduate student. In the event no Union steward is immediately available, the University shall wait a reasonable period of time given the circumstances, but not longer than two (2) business days until a steward is available before proceeding with any interview. In an emergency situation, the University may take immediate action pending further investigation. The University shall notify the Union within twenty-four (24) hours after it notifies the GSE that they will be suspended or discharged from a bargaining unit position, provided the GSE has signed a FERPA consent form to release such information. GSEs may also request to have a Union steward present when the University is meeting with the GSE to issue discipline related to their employment. The parties recognize that such meetings are not the correct venue to dispute discipline.

Discipline may include written warnings, unpaid removal from employment duties, last chance agreements, or discharge from employment. Discharge shall mean the termination of a GSE's assignment for reasons relating to the GSE's performance or misconduct. In general, progressive discipline shall be considered in all disciplinary cases. However, the University may implement discipline or discharge without progression, including immediate discharge, depending on the nature or seriousness of the GSE's actions and surrounding circumstances.

Just cause shall not apply to cancellation or termination of assignments for operational, academic, or other non-employment related reasons. It is further recognized that assignments cease at the end of a designated period. The cessation of an assignment by its terms is not subject to the just cause standard.

Section 2. Scope

Discipline as used in this Article refers to employment actions taken involving job-related misconduct or job-related poor performance. Discipline does not include actions taken by the University due to academic performance or academic misconduct, such as failure to make adequate academic progress, subpar performance in examinations and academic milestones, academic dishonesty, or other non-employment related disciplinary actions. Provided the GSE has signed a FERPA release, the University shall notify the Union in writing of changes to a GSE's academic standing if such changes affect employment in a bargaining unit position.

Section 3. Paid Investigative Absence

The University may require that a GSE be absent without prior notice in order to investigate allegations of misconduct or dereliction of duty which, in the judgment of the University, warrant immediately relieving the GSE from some or all work duties and/or removing the GSE from the premises. Being on a paid investigative absence is not itself a disciplinary action.

Section 4. Remedial Measures

In addition to issuing disciplinary action, the University may also include with such discipline reasonable remedial measures and performance or conduct improvement plans, when appropriate. The GSE must comply with all such remedial measures and improvement plans.

ARTICLE 11 – EQUAL EMPLOYMENT OPPORTUNITY & NON-DISCRIMINATION

Section 1. Non-Discrimination

It is the policy of the University and the Union not to discriminate on the basis of race, color, religion, sex, sexual orientation, gender, gender identity or expression, national or ethnic origin, age, status as an individual with a disability, military or veteran status, genetic information, or other protected classes under the law (including Title IX of the Education Amendments of 1972). The University's policy, known as the Non-discrimination Statement, is published on the University's website. The Non-discrimination Statement includes the University's commitment to maintain a work environment free from unlawful discrimination and harassment.

The University and the Union additionally commit to not discriminate against any GSE on any basis prohibited by the National Labor Relations Act.

It is also a violation of University policy to retaliate against any individual who, in good faith, files a complaint of discrimination, cooperates in an investigation of alleged discrimination, opposes any practice prohibited by this policy, or exercises any other right protected by federal, state, or local equal employment or affirmative action laws.

The University has the right to amend its Non-discrimination Statement for reasons including conformity with changes in the law and/or best practices.

Section 2. Application of Policy to GSEs Covered by this Agreement

The Union acknowledges that GSEs covered by this Agreement are subject to University policies prohibiting discrimination, harassment, and retaliation.

Section 3. Criminal Conviction Record

Consistent with its obligations under applicable Illinois law, the University shall not use a criminal conviction record as a basis for taking adverse employment action against a GSE, unless (1) there is a substantial relationship between the criminal conviction and the employment sought or held; or (2) the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public. A “substantial relationship” exists when (i) the position will offer the applicant the opportunity to engage in the same or a similar offense and (ii) the circumstances leading to the conduct for which the applicant was convicted will recur in the position. The University evaluates the relevance of the criminal conviction record of the individual being considered for the position on a case-by-case basis. In addition to relevance of the offense to the particular job, the University will consider the nature and severity of the offense and its relationship to the safety and security of others, the number of convictions, the facts or circumstances surrounding it, the proximity in time of the conviction, the age of the applicant at the time of the conviction, and any evidence of rehabilitation efforts.

Section 4. Caste

Although caste discrimination is not currently a protected status under applicable law, the University shall not summarily dismiss a caste discrimination complaint on the sole basis that caste is not a legally protected status. The University will process such complaints consistent with appropriate internal investigative processes.

Section 5. Abuse of Authority

GSEs shall have the right to work in an environment free from abuse of authority.

The University, and its academic units, provide for grievance mechanisms for graduate students to report and seek redress for abuse of authority. GSEs covered by this Agreement maintain the rights and obligations set forth in the University Grievance Policy for Graduate Students, and any local unit grievance policies, as may be amended from time to time. A GSE may choose to grieve a complaint of abuse of authority related to their employment through the University’s existing process set forth above. If the GSE pursues the complaint through the University process, any decision will be final and binding. In the alternative, a GSE may grieve a complaint of abuse of authority related to their employment through the process set forth in Article 9, Grievance and Arbitration.

Section 6. Grievable and Non-Grievable Complaints

The parties agree that if a GSE is named as a respondent in a complaint or asserts their own complaint under Title IX the matter will be processed through the procedures required by statute, administrative regulations and guidance as implemented by the University in its Title IX policy and associated protocols, and the University will make final determinations and take action consistent with the statutory and regulatory obligations. During any stage of these procedures, the GSE may be accompanied by a Union steward, or other Union representative, or other support person as permitted by the University's policy. Under no circumstances should a GSE be coerced by the University to accept informal resolution in lieu of filing a formal complaint. The University's determination shall be final and non-grievable under this Agreement.

For all other discrimination, retaliation, or harassment complaints by a GSE or about a GSE, the University's investigative/administrative resolution, hearing and review procedures shall first be exhausted. During any stage of these procedures, the GSE may be accompanied by a Union steward or other Union representative, or other support person as permitted by the University's policy. Under no circumstances should a GSE be coerced by the University to accept informal resolution in lieu of filing a formal complaint. Once the University's procedures have been exhausted, a GSE may file a grievance at Step 3 of the Grievance procedures in this Agreement within 30 calendar days of the University's written notice of its decision whether a policy violation occurred. If it proceeds to Step 4, the arbitrator shall decide whether or not this Article has been violated and what remedy, if any, is due to the GSE. The arbitrator shall not have the ability to impose any discipline, sanctions, or other penalty upon any individual. The arbitrator shall be without authority to render a remedy concerning any academic matter or any aspect of the GSE's status as a student.

This internal exhaustion requirement does not apply to claims of discrimination, harassment or retaliation based on membership or non-membership in the Union, or activity on behalf of or in opposition to the Union. Such complaints are grievable under this Agreement.

ARTICLE 12 – INCLUSIVE WORK ENVIRONMENT

Section 1. Accommodations for Graduate Student Employees with Disabilities

Upon request for an accommodation by a GSE with a documented disability, the University shall promptly engage in the interactive process and as soon as practical, provide the GSE with agreed-upon reasonable accommodation(s) as are necessary for the performance of their essential job functions, consistent with federal, state, and local law. Once the University has agreed to an accommodation, those responsible for implementing the accommodation will be notified and the GSE will be provided a reasonable timeline for implementation. The nature of a workplace accommodation may differ from academic accommodations.

If a GSE has an acute physical or mental health condition that prevents them from performing teaching or research, they shall contact their supervisor to take necessary interim measures. If the condition requires ongoing accommodations, the GSE shall initiate the accommodation process set forth above.

Section 2. Names and Pronouns

The University shares the desire for GSEs to be addressed or referred to by the names and pronouns they choose, and will encourage members of the University community to address GSEs by such names and pronouns. Moreover, after a GSE's written request related to chosen names and pronouns, the University shall update applicable records so long as doing so would not have known unintended consequences for federal aid, taxes, immigration, or other items that require legal names to be used. The University shall also update any photographs, including identification cards, following the GSE's request and fulfillment of related tasks. These changes shall come at no cost to the GSE and shall be completed in a timely manner following the GSE's request and fulfillment of related tasks.

Section 3. Bathrooms

The University affirms that GSEs may use bathrooms aligned with their gender identity and will make every effort to provide appropriate bathrooms and places to change clothes and shower when necessary for work, within a reasonable distance from the location of the GSE's work assignment. The University shall maintain a publicly available list of single-user/family facilities on campus.

The University shall also maintain a publicly available list of facilities with free menstrual products.

Section 4. Religious Accommodations

Upon request for a religious accommodation by a GSE, the University shall promptly engage in the interactive process and, as soon as practical, provide reasonable accommodations for the GSE's religious practices, according to the law and University policies and procedures.

Section 5. Lactation

The University shall permit a GSE to take time away from work as appropriate and reasonable to express milk at work for a nursing child. The University shall provide a space in reasonable proximity to the GSE's work location, other than a public restroom, that is clean, shielded from view, and free from intrusion to be used for lactation, and the University will provide access to refrigerator storage space. The University shall comply with all regulations pertaining to lactation. The University shall maintain a publicly available list of lactation spaces on campus. A GSE who plans to express milk at work is required to discuss the need for a suitable private location with their supervisor or other department administrator to allow adequate time to plan and to identify a suitable private location.

ARTICLE 13 – GRADUATE STUDENT EMPLOYEE RIGHTS

Section 1. Latitude In Performing Work

Within the scope of directions given by the University, GSEs have reasonable latitude to exercise judgment in deciding how best to accomplish their job duties. GSE Lecturers are entitled to academic freedom in alignment with the University's policies.

Section 2. Space

If a GSE requests space to fulfill specific job responsibilities, access to reasonable meeting and storage space will be provided by the University, as available. Access to additional spaces, such as conference rooms, or places to store personal belongings while at work, will also be provided, as available.

As appropriate, the University will provide after-hours and weekend building access to GSEs.

Section 3. Changes in Work Location

If a GSE's work location is to be moved to another location at the University or if there is a substantial alteration of the GSE's workspace, the University will notify the GSE as soon as is practical.

Section 4. Remote Work Requests for Health Reasons

If a GSE requests for health reasons to work remotely as an accommodation for a documented disability, such requests shall be considered as set forth in Article 12, Inclusive Work Environment.

Section 5. Access to Supplies

The University shall provide GSEs with necessary supplies to perform duties related to their employment, as determined by the University or the supervisor. The University shall consider in good faith any request for additional supplies not otherwise provided.

Section 6. Mandatory Supervisor Meeting

GSEs shall have a quarterly meeting with their direct supervisor (e.g., PI or teaching instructor or mentor) to discuss work responsibilities and expectations. Upon written request by the GSE, supervisors shall confirm or correct in writing the GSE's written understanding of the work responsibilities and expectations. It is the shared responsibility of the GSE and the supervisor to schedule and attend such meetings. Nothing in this section shall replace the existing practices where such practices are acceptable to both the GSEs and their supervisors.

Section 7. Expenses and Reimbursement

Pre-approved work related expenses, including but not limited to materials, equipment and services, and transportation costs for approved trips, shall be paid for by the University unless agreed upon by both parties that the GSE will make the purchase and get reimbursed. If the expense amount exceeds \$100 USD, the University should make every effort to make the purchase directly. Reimbursement shall be as prompt as is practical. Requests for approval shall be made to the GSE's supervisor, and shall not be unreasonably denied.

Section 8. Intellectual Property Rights

GSEs shall have the same intellectual property rights as faculty employed by the University with respect to inventions, copyrightable materials, and other intellectual property created as part of their work.

The University and the Union mutually acknowledge that published works should accurately attribute the contributions of GSEs. The author(s) responsible for overseeing the research have the sole discretion to make attribution decisions. Nothing in this Article precludes a GSE from requesting in good faith authorship or contribution attribution.

To the extent a GSE qualifies legally as an inventor under applicable law, they have the same revenue sharing rights as faculty who qualify as inventors under the law.

The University shall not retaliate against a GSE who engages in a good faith effort to claim their intellectual property rights or who seeks authorship credit, in good faith.

Section 9. Admissions, Hiring, and Recruiting

No GSE shall be compelled to provide input as part of the University's graduate admissions and faculty hiring and tenure processes.

Section 10. Other Work

The University may not prevent GSEs from earning income by accepting employment outside the University or non-bargaining unit positions at the University. Employment for the University may not exceed 20 hours per week total unless approved by the Dean of Students. The Union recognizes that many international GSEs' visas prohibit them from providing services to the University more than 20 hours per week.

Section 11. Pressure to Falsify Data

The University shall not pressure GSEs to engage in academic dishonesty.

ARTICLE 14 – INTERNATIONAL GSE RIGHTS

Section 1. Intention

The University is fundamentally committed to providing a safe learning, research, and working environment for all GSEs, regardless of immigration status. The University affirms its commitment to helping all international GSEs admitted under F-1, J-1, and other immigration statuses to navigate the immigration process and will provide information with respect to their rights and responsibilities, the rules and regulations governing their immigration status, and travel out of and reentry into the United States.

International GSEs and the University both acknowledge their respective obligations with respect to the immigration process.

Section 2. Support for GSEs who Lack Work Authorization

The University affirms its commitment to GSEs who lack legal authorization to work in the United States. The University will not release information regarding the immigration status of these members of the bargaining unit to the Department of Homeland Security (DHS) unless legally required to do so. Additionally, in case such a request is made by DHS, the University shall promptly notify the GSE about such a request, unless legally prohibited from doing so. The University will also continue to make immigration-related resources and guidance available to students, including GSEs.

Section 3. Visa Renewal and Other Immigration-Related Paperwork

International GSEs shall be permitted to renew visas and other immigration-related paperwork as required by United States law; in such cases the University will make every reasonable effort to arrange for the GSE to continue to perform their job duties, without interruption of funding, for a length of time permitted by relevant law.

Section 4. International GSEs Ineligible to Work

If the University is not able to lawfully continue to employ a GSE as a result of a change in their immigration status, the University will, at the GSE's request and upon appropriate FERPA release, meet with the Union and the GSE to discuss potential reemployment into their prior position or another position if their previous position is unavailable once the GSE has lawful authorization to be employed. In such circumstances and at the request of the GSE, the University shall make reasonable efforts to employ the GSE in an appropriate position as soon as possible after the GSE obtains work authorization or immigration status lawfully permitting them to work.

Section 5. Office of International Affairs (OIA)

While the University does not offer legal advice to GSEs, the University's Office of International Affairs (OIA) can advise a GSE generally on visa issues. The University will maintain a list of

attorneys and other resources for referral about immigration issues unrelated to a GSE's relationship with the University. Additionally, OIA will invite an immigration attorney to visit campus annually to discuss H visas and green cards.

The OIA will act in good faith to, upon request, provide accurate, timely, up-to-date information regarding U.S. immigration and other policies concerning international GSEs. GSEs will have the option to request a consultation with a different OIA advisor if they are unsatisfied with their division or department's assigned advisor.

The OIA should act in good faith and in a timely fashion to provide necessary documentation for international GSEs who request such information.

Section 6. ESL/EAL Classes

The University will make available resources for English as a Second Language (ESL)/English as an Additional Language (EAL) courses for any GSE, as recommended by the GSE's department, program, or pertinent University unit.

Section 7. Off-Campus Employment Opportunities

The University will follow federal law and policy as it relates to Curricular Practical Training (CPT) and Optional Practical Training (OPT) for GSEs on F-1 visas. CPT requests will not be arbitrarily denied. The University shall not retaliate if a GSE elects to use these benefits.

ARTICLE 15 – HEALTH AND SAFETY

Section 1. Intention

The University shall continue to provide a safe workspace for GSEs. GSEs shall not be required to work in conditions that pose an unreasonable threat to their health and safety. The University shall maintain policies that promote a safe workplace and take reasonable steps to proactively promote GSE health and safety. Such reasonable steps may include but are not limited to providing equipment, and resources, as well as training in the safe and proper use of equipment necessary for the work, as applicable. GSEs are required to take all practical steps necessary to maintain a safe work environment for themselves and others.

Section 2. Compliance with Relevant Standards

The University shall provide working conditions and workplace protections that meet all applicable state or federal laws and regulations governing workplace safety. The University shall comply with all such applicable state and federal laws and regulations regarding health and safety. GSEs shall perform their duties in compliance with applicable University policies related to workplace health and safety standards and shall use personal protective equipment as required by law or University policies or practices. For purposes of this Section, GSE compliance with workplace health and safety standards includes attendance at all required health and safety trainings and compliance with any and all required health and safety standards.

Section 3. Reporting of Safety Concerns

The University will maintain an appropriate reporting mechanism (e.g., UCAIR, UCPD Compliments & Complaints Form), and GSEs are expected to report through such mechanisms when they reasonably feel there is an unsafe condition or a violation of this Article or any applicable University policy. When a GSE reports conditions they reasonably believe to be dangerous to their health and safety through appropriate University channels, the University shall respond to the report within forty-eight (48) hours. In cases where there is an imminent danger to the GSE, the GSE shall not be expected to resume work under the reported conditions until investigated and, if required, appropriate corrective action is taken. The University shall not retaliate against any GSE for such reporting. At the completion of investigations, the University shall disclose relevant findings of the investigation to the GSE who filed the report, as appropriate given HIPAA and other privacy concerns.

The University shall continue to make publicly accessible procedures and information about its programs for non-violent and de-escalatory interventions.

Section 4. Laboratory Safety

- (A) Both the University and the Union recognize that laboratory safety is the responsibility of everyone in the lab.

- (B) The University shall make all reasonable effort to minimize the workload placed on GSEs for the administration of laboratory safety. No GSE shall be required by the University to assume managerial responsibilities related to laboratory safety.
- (C) Regarding high risk tasks or exposures, the University will follow regulatory standards, which would include conducting exposure assessments as required and placing GSEs in medical surveillance programs when indicated. GSEs working with lasers or materials with known toxicity may request appropriate medical evaluations. The University will consider each request in good faith, taking into account the facts and circumstances associated with the request, and the applicable legal standards (including OSHA and ANSI), and in consultation with the GSE, the supervisor, Office of Research Safety and Occupational Medicine, as appropriate. Such requests for medical evaluations may not be unreasonably denied and if granted medical evaluations will be at no cost to the GSE.

Section 5. Public Health Safety

GSEs shall be provided safe office and laboratory work environments during epidemic or pandemic infectious disease conditions, as declared by local, state, or federal authorities.

This may include following federal, state, and local recommendations for indoor spacing, masking, and testing during local high transmission of SARS CoV-2.

ARTICLE 16 – TRAINING

Section 1. Required Training

The University will provide GSEs with trainings and/or orientations required to fulfill their employment duties. Attendance at a required training, orientation, or conferences for these purposes will be considered part of a GSE's workload/working hours. The University will cover the registration and attendance costs for required activities under this Section 1.

Section 2. Notification of Training

The University will notify GSEs of trainings and/or orientations that are required as part of their assignment as soon as practical.

Section 3. Content of Training

The University retains the exclusive right to determine the content and delivery of required training and orientation programs.

Section 4. Time Off for Professional Activities

The University will not arbitrarily deny requests for time off to take examinations for professional licensing related to a GSE's degree or to travel to approved conferences, other

approved training or other events for professional development not required as set forth in Section 1 above. Such time off will not be considered hours worked.

ARTICLE 17 – ASSIGNMENT POSTING

Section 1. Definition of Open Position

When teaching and research assignments covered by this Agreement but not tied to primary funding have not been assigned nor are continuing as part of an existing or past teaching or research position, they are considered to be “open positions.”

Section 2. Open Position Website

The University agrees to post open positions as defined above, on the UChicagoGRAD job board.

The UChicagoGRAD job board shall contain a statement on non-discrimination and individual postings should provide the following information regarding the open position:

- (A) Position title;
- (B) If known, starting date of the position and, if known, the end date for the position;
- (C) Supervisor and/or supervisory unit;
- (D) Description of the assignment;
- (E) Minimum and preferred qualifications;
- (F) Expected pay rate or range;
- (G) Information about how to apply for the assignment;
- (H) Deadline for applying.

Section 3. Timetables

Positions shall remain posted and open for applicants for no less than seven (7) calendar days, except in emergency situations. For the purpose of this Article an emergency situation is one in which the beginning of the appointment period must begin less than fourteen (14) calendar days after the position is posted.

ARTICLE 18 – ASSIGNMENT NOTIFICATION AND REASSIGNMENT

Section 1. Written Notice of Assignment

Every new assignment of a GSE shall be made by the University in writing and outline the basic terms and conditions of the assignment to the extent known at that time. The assignment terms in the provided notice will be maintained for the term of the assignment, unless the GSE's employment is terminated pursuant to the provisions of Article 10 of this Agreement or the assignment is canceled.

Section 2. Assignment Timelines

The University shall send a written notice of assignment at least two (2) weeks before the assignment begins, if possible. If the GSE is assigned as a Graduate Student Lecturer, written notice of assignment shall be provided at least one (1) month before the assignment begins. It is understood by both parties that in certain circumstances (such as where outside funding is involved or course registration is insufficient or unknown) some assignments cannot be finalized under this timetable, but the University will endeavor in good faith to provide as much information as is possible within the prescribed timeline. The GSE will have the opportunity to review and accept or decline the position. If the GSE chooses to decline the position, it is understood that there may not be an alternative position available.

Section 3. Content of Assignment Notice

The notice of assignment shall include the following information where applicable:

- (A) Assignment title(s);
- (B) Effective starting date of the assignment and, if known, the termination date for the assignment;
- (C) Employment unit (e.g., department, institute, center, College, Division, etc.);
- (D) The faculty member(s) and/or supervisor(s) to whom the GSE will report, along with their contact information;
- (E) For teaching assignments, the name of the course, and the expected number of students in the course or section;
- (F) A brief description of required duties;
- (G) Any mandatory employment meetings known at the time of the assignment notice;
- (H) Work location, including building and room, if already known, except for teaching locations, which are set by the Registrar and available when the Registrar finalizes them;
- (I) Estimated hours per week, schedule, course and section meeting times and locations (if known), and any known or estimated deadlines if applicable;
- (J) Type of pay for tax purposes (e.g., RA/TA vs Internal Fellowship are different for tax purposes)
- (K) Amount of compensation or hourly pay rate;
- (L) Payment schedule
- (M) Response requirements, if any;
- (N) A statement that the position is covered by this Agreement;

- (O) A copy of or hyperlink to this Agreement;
- (P) Union mailing address, phone number, and website address;
- (Q) A FERPA Communication and FERPA Release Form as set forth in Article 4 of this Agreement.

If any of the above information is not known at the time notification is sent, the GSE will be informed as soon as is reasonable under the circumstances, or the information will be made available in an accessible way to all affected parties (such as mentioned above regarding classroom locations).

Section 4. Reassignment Procedure

All language in Sections 1 through 3 applies only to new assignments. In cases where the assignment does not have a termination date at the outset, should the University choose not to continue employing the GSE, notice shall be given as early as possible.

ARTICLE 19 –ASSIGNMENT SECURITY

Section 1. Canceled Teaching Assignments

If a GSE with a teaching position has an assigned course or section canceled due to insufficient enrollment or any other reason, the hiring unit shall notify the GSE of the cancellation as soon as is possible after the cancellation decision. In such cases, the GSE shall be offered an alternative section that the GSE is qualified to teach and that has not been assigned to another individual if there is such available. In cases where the canceled teaching assignment is a requirement and connected to primary funding, the GSE will continue to receive funding that quarter and will be given the opportunity to fulfill the requirement in another quarter.

Section 2. Canceled Research Assignments

If a GSE with an RA position connected to their primary funding has their assignment end unexpectedly for reasons such as, but not limited to, the unexpected departure of a faculty member to whom the GSE is assigned or changes in funding, the University will provide transitional funding for one quarter and will help the GSE to find a new RA position, if appropriate. The University shall give the GSE fourteen (14) calendar days' notice of any cancellation of a research assignment whenever possible.

ARTICLE 20 – TRANSITIONAL FUNDING IN BSD, PME, AND PSD

BSD, PME, and PSD PhD programs that require the GSE to have an advisor to remain in good academic standing will publish information about the expected timeline to secure an advisor. A GSE who is unable to do so on the expected timeline and is otherwise in good academic standing shall receive the program's minimum funding for one additional quarter, during which time the GSE may be required to teach if a teaching assignment is available. By the end of the transitional quarter, the GSE will be expected to secure an advisor for the following quarter, and thereafter.

The University has no obligation to create a teaching position if one is not available.

ARTICLE 21 – SCOPE OF WORK

The University reserves the right to assign GSEs the duties and responsibilities that best meet the needs of the University based on the qualifications, abilities, and training needs of the GSE. The nature and scope of the duties and responsibilities of a GSE will vary by program and department.

GSEs covered by this Agreement are expected to carry out research and teaching duties as directed by the University. Research and teaching assignments may involve administrative or service tasks that support the overall research or teaching endeavor. GSEs shall be informed of assignments in an appointment letter covered in Article 18, Assignment Notification and Reassignment . No GSE shall be required to perform a personal service for a supervisor or other employee of the University.

ARTICLE 22 – WORKLOAD

Section 1. Delimitation of employment work from effort towards the degree

Graduate students are engaged in an academic enterprise that spans their duties as GSEs and their other obligations as they progress through their degree programs. Some of their duties as a GSE may be in satisfaction of their degree requirements and some may not be. Time spent by a GSE on their academic efforts unrelated to the work expectations of their appointment is not subject to this Article. The Union acknowledges that this Agreement should not in any way be construed as imposing a limit on the amount or type of academic effort necessary for a student to make satisfactory progress towards their degree.

The Union acknowledges that the specific hours worked each week may fluctuate for GSEs. No GSE shall be required to spend more than an average of twenty (20) hours per week performing services for the University averaged over the course of their appointment period. In the case of a Research Assistant, the time devoted to work that is not integral to a Research Assistant's degree program should not exceed an average of 20 hours per week. The parties recognize that the

content of work assigned to a GSE may vary from week to week. The University shall provide GSEs with a reasonable amount of time to complete job duties.

Section 2. Workload Adjustments

Any GSE who believes their employment workload cannot reasonably be completed within an expected time frame may bring such concerns to their supervisor for discussion and appropriate action. The supervisor shall discuss such concerns and, as warranted, make adjustments to employment workload requirements.

Section 3. Regular Work Hours

The University acknowledges as a general principle that obligations of some GSE assignments are time specific and, unless otherwise specified by the appointment, should be met primarily during the work week, defined generally as weekdays, with the start and end of the day related to the daytime canonical hours of classes. Other GSE assignments, which are not time-specific, may be done at the time most appropriate for a given GSE's working style. The Union acknowledges that some time-specific work obligations will fall outside of these hours, such as evening and weekend classes, laboratory responsibilities, field work (including such work performed in other time zones), and related travel that must be attended to on nights and weekends.

Section 4. Mandatory Meetings

Any employment-related work assignment, work communications, required training, orientation, required meetings, or required conferences shall be included in the total workload for the appointment period. When feasible, meetings scheduled by the University and required as a condition of employment should be conducted during the work week. If the meeting is to take place somewhere other than the GSE's regular worksite, they will be given reasonable advance notice.

Section 5. Office Hours and Class Preparation

Required office hours for GSEs in teaching positions shall be included in the total workload for the appointment period and shall not be required outside of the regular work week unless specified for particular assignments as necessary. Time spent on preparation for teaching sections shall also be included in the total workload for the appointment period.

ARTICLE 23 – TEACHING

PhD students are often required to teach to receive primary funding, taking on roles as Graduate Student Lecturers, Preceptors, Graduate Student Teaching Assistants, and Graduate Student Instructional Graders. Although the University maintains the exclusive right to set academic requirements in its degree programs and to determine how to fund graduate education, this Article discusses the amount of teaching required for a student to receive primary funding.

To receive primary funding throughout their degree, a student may need to work in instructional roles. The number of required teaching assignments will be made known to a student upon admission. No degree program at the University will require more than three teaching assignments per academic year to receive primary funding. If a teaching position satisfies a primary funding requirement, the GSE will receive primary funding at the rate set in Article 24, Compensation, Section 1A.

For the duration of this Agreement, Divisions and Schools have the discretion to permit GSEs to accept teaching roles beyond their academic and funding requirements in exchange for additional pay, in accordance with Article 24, Compensation, Section 1B.

ARTICLE 24 – COMPENSATION

Section 1: Bargaining Unit Position Pay Rates

It is understood that the Union has no authority, nor shall the University be obligated, to negotiate over any financial matters for graduate students who are not GSEs nor for financial matters unrelated to their research and teaching positions while they are GSEs. The provisions of this Article apply only when a student is working in a position covered by this Agreement and only to the employment-related matters.

This Agreement sets a minimum pay rate for all bargaining unit positions covered by this Agreement as set forth in the tables below:

(A) PhD primary funding research and teaching positions under this Agreement shall be compensated as follows, where the compensation indicated is given as an annualized equivalent and may be from multiple sources, including external to the University. The University reserves the right to make adjustments to the amount of institutional funding provided in cases where there are other funding sources, so long as the minimum primary funding for research and teaching positions under this Agreement are as follows:

July 1, 2024- September 30, 2024	\$10,250
October 1, 2024- September 30, 2025	\$45,000
October 1, 2025- September 30, 2026	\$46,350 (3%)
October 1, 2026- September 30, 2027	\$47,741 (3%)

(B) A GSE who is employed in one of the following positions and whose employment in that position is not primary funding related to their academic program shall receive compensation equivalent to the 10-week quarterly amounts (as may be prorated) as follows:

Classification	Summer 2024	2024-25 Minimum (3.25%)	2025-26 Minimum (3%)	2026-2027 Minimum (3%)
Graduate Student Lecturer	\$5,000	\$5,163	\$5,318	\$5,477

Preceptor	\$4,500	\$4,646	\$4,786	\$4,930
Graduate Student Teaching Assistant	\$3,000	\$3,098	\$3,190	\$3,286
Graduate Student Instructional Grader	\$1,000	\$1,033	\$1,063	\$1,095

(C) The minimum compensation for hourly positions, including Research Assistant-D, shall be as follows:

Hourly Appointments

July 1, 2024- September 30, 2024	2.5% increase from rate in effect June 30, 2024
October 1, 2024- September 30, 2025	\$19.00
October 1, 2025- September 30, 2026	\$19.48
October 1, 2026- September 30, 2027	\$19.96

(D) The minimum compensation for Chicago Center for Teaching and Learning (CCTL) Fellows shall be as follows:

CCTL positions (Annualized Minimums)

	Summer 2024	2024-25 (3.25%)	2025-26 (3%)	2026-27 (3%)
Lead Fellow	\$6,500	\$6,711	\$6,913	\$7,120
Senior Grad Fellow	\$5,200	\$5,369	\$5,530	\$5,696
Grad Fellow	\$4,700	\$4,853	\$4,998	\$5,148

(E) If the pay rate of any GSE assigned to a bargaining unit position exceeds the pay rate specified in this Article for that position on October 1, 2024, and the GSE continues in their

assignment during the dates set forth in the tables above in Sections A-D of this Article, that GSE will receive a 2.5% increase on October 1, 2024 and on October 1 annually thereafter for the duration of this agreement.

- (F) For the period July 1, 2024 to September 30, 2024, any GSE assigned to a bargaining unit position whose pay rate exceeds the corresponding pay rate specified in Sections A-D of this Article for that position and who continues in that assignment for any part of the period July 1, 2024 to September 30, 2024 shall receive a 2.5% increase.

Section 2. Payment Above the Minimum

- (A) Nothing in this Agreement shall preclude the University from paying a GSE above the minimum pay, at its sole discretion.
- (B) Nothing in this Agreement shall preclude the University from paying a GSE a bonus; bonuses are not subject to the increases set forth in Section 1.

Section 3. Pay Periods GSEs shall be paid on a timely basis in accordance with the University's normal business operations and payroll practices for the work covered by this Agreement, provided the GSE has submitted to the University, in a timely fashion, all documentation or information necessary for the processing of such payments.

ARTICLE 25 – TUITION AND FEES

Section 1. Tuition Funding

For the duration of this Agreement, the University shall continue to ensure full coverage for tuition charges for GSEs enrolled in PhD programs. Nothing in this Article prohibits the University from receiving and applying external funds toward tuition coverage.

Section 2. Fee Funding

The University shall continue to ensure full coverage for the Graduate Student Services Fee for GSEs enrolled in PhD programs.

For GSEs enrolled in Master's programs and assigned to quarter-long Teaching Assistant positions, the University shall fund the Graduate Student Services Fee in the quarter of the assignment.

ARTICLE 26 – ADDITIONAL PAYMENTS

Section 1. Scope

For purposes of this Article, a GSE enrolled in a PhD program refers to a GSE holding a primary funding research or teaching position covered by this Agreement.

Section 2. Retirement Planning Payment

The University will pay each GSE enrolled in a PhD program and who receives W-2 wages in a calendar year \$225 on an annualized basis as a Retirement Planning Payment, which GSEs may choose to invest in the University's Supplemental Retirement Program (SRP), under the terms of the SRP.

Section 3. Transportation Assistance Payment

The University will pay each GSE enrolled in a PhD program \$100 on an annualized basis as a Transportation Assistance Payment, which GSEs may choose to use for transportation to and from campus, or for other work-related transportation.

Section 4. Dental Wellness Payment

The University will pay each GSE enrolled in a PhD program \$300 on an annualized basis as a Dental Wellness Payment, which GSEs may choose to use for dental care.

Section 5. Vision Wellness Payment

The University will pay each GSE enrolled in a PhD program \$100 on an annualized basis as a Vision Wellness Payment, which GSEs may choose to use for vision care.

Section 6. Visa Processing Payment

First-year GSEs enrolled in a PhD program on F and J student visas shall each receive, during their first quarter of matriculation, a one-time lump sum of \$510 that they may use to pay for various fees and costs associated with visa processing.

Section 7. Payment Timing

Payments described in Sections 2-5 herein shall be prorated and dispersed quarterly on or before the first pay date of each quarter.

ARTICLE 27 – MEDICAL BENEFITS

Section 1. Health Insurance

All GSEs enrolled in Ph.D. programs are required to participate in U-SHIP. The University shall continue to ensure coverage of individual U-SHIP premiums, at no cost to the GSE, for all PhD GSEs. The University agrees to notify the union annually of any material changes to U-SHIP. GSEs will continue to be eligible to apply for seats on the Student Health Advisory Board.

Section 2. Medical Services

The University agrees to notify the union annually of material changes to services provided to GSEs by Student Wellness.

The University, through U-SHIP, provides coverages for gender-related care, reproductive care, and sexual healthcare. The University shall exercise its best efforts ensure that such existing coverage continues for the duration of the Agreement.

Section 3. Dependent and Spousal Care Coverage

Dependents and spouses of GSEs enrolled in PhD programs who enroll in USHIP will have 25% of their premium covered.

ARTICLE 28 – RETIREMENT PLANS

For the duration of this Agreement, GSEs who are in positions that receive compensation that is reported on an IRS W-2 Form will continue to be eligible to participate in the University's voluntary Supplemental Retirement Program (SRP) under the same terms and conditions offered to other eligible University employees. This 403(b) plan allows GSEs to contribute pre-tax money or Roth after-tax contributions.

ARTICLE 29 – TIME OFF

Section 1. Scope

This Article provides for time off from a GSE's obligations as a GSE performing research or instructional services for the University, which such time off may run concurrently with academic leaves of absence. Leave granted under this article does not release a GSE from duties related to progress towards their degree. GSEs must address the impact of time off on their academic progress with their program when seeking approval for time off.

Section 2. Sick Time

GSEs who are sick shall not be unreasonably denied the opportunity to take time away from work without loss of compensation. The University shall provide annual reminders to faculty and staff who work with GSEs regarding their ability to take time off when sick.

Section 3. Leaves of Absence

The University will maintain its current Voluntary Leaves of Absence programs for GSEs, including Personal Leave of Absence, Medical Leave of Absence, Parental Leave of Absence or Modification, Military Leave of Absence and Curricular Degree Leave of Absence, for the duration of the Agreement. Such leaves shall not be unreasonably denied. Nothing in this Article prevents individual academic units from granting paid leave in excess of what is specified in these policies.

Section 4. Family and Medical Leave

GSEs shall be eligible for up to twelve weeks of unpaid leave per the period running from October 1 to September 30, for the following reasons:

- (A) Caring for a GSE's own serious health condition as documented by a healthcare provider, and as the term "serious health condition" is defined in the University's Policy 522 – FMLA Policy;
- (B) Caring for an immediate family member with a serious health condition as documented by a healthcare provider, and as the terms "family member" and "serious health condition" are defined in the University's Policy 522- FMLA Policy;
- (C) For the birth of or to care for the GSE's newborn child or for the placement of a child for adoption or foster care, as provided in the Parental Leave of Absence or Modification program set forth in Section 3, which such leave may be paid under the terms of that program;
- (D) Caring for a family member, as defined under the University's Policy 522-FMLA Policy, with a serious injury or illness incurred or aggravated in the line of duty while on active military duty; and

- (E) A qualifying exigency, as that term is defined by the University's Policy 522- FMLA Policy, arising out of the fact that the GSE's family member, as that term is defined under the University's Policy 522-FMLA Policy, is a member of the U.S. Armed Forces and is deployed to a foreign country on active duty.

A GSE will be eligible for a maximum of twelve (12) weeks of leave under this Section in any twelve month period running from October 1 to September 30, regardless of the number of qualifying events. The University shall follow Policy 522 – FMLA Policy for requesting and documenting leave requests, providing notice and other procedural matters.

During an approved leave under this Section 4, and subject to any restrictions resulting from a GSE's visa status, as set forth in Section 9, GSEs will not receive compensation unless otherwise provided under this Article, but will continue to receive existing U-SHIP individual premium coverage, as applicable, at the same rate as their assignment would have provided.

Upon returning from a leave under this Section 4, and subject to any further restrictions as set forth in Section 9 below, the GSE shall be restored to the same or an equivalent assignment. No GSE shall be penalized or discriminated against in their employment for taking time off under this Article.

GSEs who apply for leave under this Section 4 must confer with their Deans of Students to determine whether any such leave, if approved, also requires a leave of absence from the degree program, as may be appropriate.

Section 5. Bereavement Leave

GSEs shall be covered by the University's Bereavement Leave Policy.

Section 6. Jury Duty or Subpoena to Testify in Court

GSEs summoned to serve on a jury or required by subpoena to appear as a witness in court may take paid time for the duration of the service, assuming the work cannot be rescheduled. Upon request, GSEs shall present subpoenas or other documentation regarding the jury duty to their supervisor. GSEs shall keep any pay received from jury duty. As jury duty does not always require a full-time commitment, GSEs are expected to report to work on days or reasonable portions of days when attendance in court is not required.

Section 7. Holidays and Winter Recess

The University sets the academic calendar each year and designates official University holidays, winter recesses and other academic breaks. GSEs shall observe the academic University holidays and winter recess schedule, subject to obligations required by academic and professional responsibilities. During a designated University holiday or winter recess, GSEs may be required to conduct work (such as laboratory work or grading of assignments) when determined to be necessary by their supervisor or when necessitated by University-set deadlines. Individual

supervisors shall not unreasonably require substantial other work to be performed on University scheduled holidays and winter recess.

Section 8. Vacation and Personal Time Off

GSEs shall use their best efforts to schedule vacation or personal time off during regularly scheduled academic breaks, subject to obligations attendant to academic and professional responsibilities. When a GSE is not able to schedule vacation or personal time off during regularly scheduled academic breaks, the GSE shall coordinate with their supervisor at least two weeks in advance of the requested time off, or as soon as possible if two weeks' notice is impractical under the circumstances. Such time away will not be unreasonably denied.

Section 9. Student Status and Special Considerations for International GSEs

Maintaining continuation of student benefits during leaves under this Article is conditioned on maintaining active student status with the University. International GSEs may, as a result of their visa status, face additional restrictions on their use of certain leaves in this Article and may require additional approvals before taking such leaves where the leave would impact the GSE's ability to maintain full-time enrollment as a student. In such cases, the GSE shall consult with their area Dean of Students, the Office of International Affairs, their supervisor, and their advisor on how leave plans may impact their student status and immigration status and to explore options for alternative arrangements if feasible.

Section 10. Waiver

The provisions of this Article are in lieu of the rights and benefits provided by the Cook County Paid Sick Leave Ordinance, the City of Chicago Paid Leave and Paid Sick and Safe Leave Ordinance, the City of Chicago Fair Workweek Ordinance, and the Illinois Paid Leave for All Workers Act. The Union expressly agrees that all rights, requirements and benefits under the Cook County Paid Sick Leave Ordinance, the City of Chicago Paid Leave and Paid Sick and Safe Leave Ordinance, the City of Chicago Fair Workweek Ordinance, and the Illinois Paid Leave for All Workers Act are hereby waived.

ARTICLE 30 – EMPLOYEE ASSISTANCE

Section 1. Emergency Assistance Program.

GSEs shall continue to be eligible to apply for funds through the Emergency Assistance Program throughout the duration of this Agreement, under the terms and conditions that are made available to all graduate students enrolled at the University. The University shall publish the criteria it uses when reviewing applications made under this Program. GSE applications shall not be unreasonably denied according to the published Program terms.

Section 2. Tax Assistance

It is acknowledged that the University cannot provide legal, accounting or tax advice or services to GSEs. For the term of this Agreement, the University shall continue to offer federal and state tax workshops every tax year. The recordings and other relevant materials from these workshops shall be made available in a digital format on a University website. The University will continue to include information about workshops and recordings in regular communications to graduate students.

The University shall, on its UChicagoGRAD website, link to webpages maintained by the Internal Revenue Service and the Illinois CPA Society where tax attorneys and certified public accountants are listed.

The University shall offer web-based federal filing software for GSEs who are nonresidents for tax purposes at no cost to GSEs.

Section 3. GSE Assistance Program

Within the first year of this Agreement, the University will create a GSE Assistance Program, which will include as a benefit elder care and childcare referrals.

ARTICLE 31 – CHILDCARE

Section 1. Childcare Stipend

Eligible GSEs may apply for the Childcare Stipend under the terms of the Ph.D. Childcare Stipend Program. The amount of the Childcare Stipend shall be \$4,000 per year per family for one child and \$5,500 for two or more children, prorated according to the terms of the Ph.D. Childcare Stipend Program. The University will inform the Union of any material changes to the Childcare Stipend program. Applications for the Childcare Stipend shall not be unreasonably denied for families with household income below \$100,000.

Section 2. Communication about Childcare Resources

The University shall commit to regular circulation of information about resources available to GSEs with children and shall provide notice annually, via email sent to all GSEs, of application deadlines for all relevant University-sponsored childcare grants.

The University shall continue to maintain a list of resources for student parents on the UChicagoGRAD website.

Section 3. Adoption Assistance Program

Within the first year of this Agreement, the University will create an Adoption Assistance Program for GSEs enrolled in PhD programs. The Program, which will operate on a reimbursement basis, will be designed to defray costs associated with adoption, up to \$5,000 per adoption per family, with a maximum lifetime benefit of \$10,000 per family.

ARTICLE 32 – TRANSPORTATION

Section 1. Transportation to Contracted National Laboratories

The University shall continue to provide a transportation option for GSEs required to perform research at Argonne or Fermi National Labs.

Section 2. Carpooling

GSEs and PhD students shall receive carpooling benefits on the same terms as other faculty and staff employees.

Section 3. Bicycling

For the term of this Agreement, the University will continue partnering with Divvy or a comparably-priced bike rental agency to provide discounted, opt-in annual student memberships to GSEs, provided Divvy or a comparably-priced bike rental agency offers discounted, opt-in annual student memberships.

ARTICLE 33 – SEVERABILITY

If any provision of this Agreement is determined by final order of a court or administrative agency with jurisdiction over the parties to be contrary to law, the affected provision shall be rendered null and void. All other provisions not affected by the illegal provision shall remain in full force and effect.

ARTICLE 34 – TERM OF AGREEMENT

This Agreement shall become effective on April 1, 2024 and shall remain in full force and effect through eleven fifty-nine (11:59) p.m. on March 31, 2027. After the termination date, this Agreement will continue in effect unless either party gives written notice of a desire to modify or terminate this Agreement at least 60 days prior to the expiration of this Agreement; provided however, that if neither party gives 60 days' notice, this Agreement will continue in effect for subsequent one year periods unless either party gives written notice of a desire to terminate or modify this Agreement at least 60 days prior to March 31 of any subsequent year.

Such written notice shall be deemed given when mailed by certified mail, return receipt requested, and addressed as follows:

FOR THE UNION:

United Electrical, Radio & Machine Workers of America (UE)
4 Smithfield St, 9th Floor
Pittsburgh, PA 15222-2226

FOR THE UNIVERSITY:

University of Chicago
5801 S Ellis Ave
Chicago, IL 60637

For the University:

Katherine Baicker
Katherine Baicker, Provost

4/25/2024
Date

For the Union:

Andy Archer
Andy Archer
4/22/24

Anna Harbluk Lorimer
Anna Harbluk Lorimer
4/22/24

Benjamin Ketter
Benjamin Ketter
4/19/24

Chris Wilson
Chris Wilson

Elaine Colligan
Elaine Colligan

Evan Yamaguchi
Evan Yamaguchi
4.22.24

Christopher Wilson
Christopher Wilson
4/18/2024

Henry Ando
Henry Ando

Joseph Rathke
Joseph Rathke
4-22-24

Fabien Maltais-Bayda
Fabien Maltais-Bayda
04/22/24

Maniza Ahmed
Maniza Ahmed
4/21/24

Matthew Bousquet
Matthew Bousquet
4-22-24

Karen Wu
Karen Wu
4/22/2024

Misha McDermott
Misha McDermott
4/22/24

Morgan Kincade
Morgan Kincade
4.22.24

Micah Gay
Micah Gay
04/22/2024

Rachel King
Rachel King
4/22/24

Renée Fonseca
Renée Fonseca
04.18.24

Nick Elliott
Nicholas Elliott
04.22.2024

Valay Agarawal
Valay Agarawal
4/18/24

Kimberly Lawson
Kimberly Lawson
4/23/24

Soham Sinha
Soham Sinha
4.18.24

Valay Agarawal
Valay Agarawal
4/18/24

Kimberly Lawson
Kimberly Lawson
4/23/24

Date

Date

Date

APPENDIX: MOUs

Memorandum of Understanding between GSU-UE (“Union”) and the University of Chicago (“University”) Regarding Graduate Student Employee Bargaining Unit Titles

On March 24, 2023, the NLRB Certified a bargaining unit in Case No. 13-RC-307974 that included the following graduate student employee (“GSE”) job titles: Teaching Assistants, Research Assistants, Course/Teaching Assistants, Graduate Student Instructors, Graduate Student Lecturers, Instructional Graders, Language Assistants, Preceptors, Research Interns, Teaching Consultants, Chicago Center for Teaching and Learning Teaching Fellows, Teaching Interns, Teaching Lab Assistants, Tutors, Writing Interns, and Writing Lectors.

On May 25, 2023, the University informed the Union in writing that since 2019 it had been working to streamline and standardize the job titles for GSEs in teaching positions across the University’s academic units and administrative systems, and had planned to implement these changes in the Summer of 2023.

On June 26, 2023, the University informed the Union at the bargaining table that the GSE job titles for teaching positions moving forward would be:

1. Graduate Student Teaching Assistants
2. Graduate Student Lecturers
3. Graduate Student Instructional Graders
4. Preceptors
5. Teaching Fellows, Chicago Center for Teaching and Learning

At the same time, the University informed the Union that all of the teaching jobs listed in the NLRB certification would have one of the five titles listed above, with the certified positions corresponding to the titles as shown in the table below and remaining in the bargaining unit under the new titles:

NLRB Certification Job Titles	Job Titles as of Summer 2023
Graduate Student Instructor, Graduate Student Lecturer	Graduate Student Lecturer
Preceptor	Preceptor
Teaching Assistant, Course/Teaching Assistant, Language Assistant, Teaching Intern, Teaching Lab Assistant, Tutor, Writing Intern, Writing Lector	Graduate Student Teaching Assistant
Instructional Grader	Graduate Student Instructional Grader

Teaching Consultant, Teaching Fellow in the Chicago Center for Teaching and Learning	Chicago Center for Teaching and Learning Fellow
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The parties agree to the job titles for teaching positions listed above as of Summer 2023, and agree that should the University desire to change GSE job titles in the future, it will provide the Union with advance notice and an opportunity to bargain over those titles.

**Memorandum of Understanding between
GSU-UE (“Union”) and the University of Chicago (“University”)
Regarding Research BSD, PME, PSD and Psychology Assignments**

On March 24, 2023, the NLRB Certified a bargaining unit in Case No. 13-RC-307974 that included graduate students employed to provide research services. This memorandum aims to clarify the meaning of the phrase “employed to provide research services” as it relates to research in the BSD, PME, PSD, and Psychology for the purpose of this Agreement.

The University recognizes that Ph.D. students in years two and above in the BSD, PME, PSD, and Psychology presumptively meet the definition of “employee” performing “research services” set forth by the Board in *Columbia University*, 364 NLRB 90 (2016), regardless of title or funding source. If the Union believes that a first year student in the BSD, PME, PSD, or Psychology is engaged in activities that meet the definition of “employee” performing “research services” under *Columbia University*, the University will consider the position of the Union and if appropriate commence dues deductions if authorized by the student.