

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**UNITED ELECTRICAL, RADIO AND
MACHINE WORKERS OF AMERICA
UE LOCAL 1122 (NUGW-UE)**

and

NORTHWESTERN UNIVERSITY

[March 15, 2024 Through March 31, 2027]

TABLE OF CONTENTS

	Page
ARTICLE I – RECOGNITION	1
ARTICLE II – UNION SECURITY.....	1
ARTICLE III – UNION RIGHTS	2
ARTICLE IV – BARGAINING UNIT INFORMATION.....	4
ARTICLE V – UNIVERSITY MANAGEMENT RIGHTS	6
ARTICLE VI – LABOR MANAGEMENT COMMITTEE	8
ARTICLE VII – EMPLOYEE RIGHTS	9
ARTICLE VIII – INTERNATIONAL EMPLOYEE RIGHTS.....	10
ARTICLE IX – NO STRIKE/NO LOCKOUT.....	12
ARTICLE X – GRIEVANCE PROCEDURE.....	13
ARTICLE XI - DISCIPLINE AND DISCHARGE.....	16
ARTICLE XII – SCOPE OF WORK	17
ARTICLE XIII – TRAINING	17
ARTICLE XIV – APPOINTMENT NOTIFICATION	18
ARTICLE XV – APPOINTMENT POSTING.....	19
ARTICLE XVI – TERMINATED OR CANCELED APPOINTMENTS	20
ARTICLE XVII - WORKLOAD.....	20
ARTICLE XVIII – INCLUSIVE WORK ENVIRONMENT	21
ARTICLE XIX – NON-DISCRIMINATION	22
ARTICLE XX – HEALTH AND SAFETY	24
ARTICLE XXI – COMPENSATION	25
ARTICLE XXII – TUITION AND FEES.....	26
ARTICLE XXIII – LEAVES OF ABSENCE.....	26
ARTICLE XXIV – MEDICAL BENEFITS.....	28

ARTICLE XXV – CHILDCARE AND CAREGIVING..... 30
ARTICLE XXVI – COMMUTE SUBSIDY 30
ARTICLE XXVII – VOLUNTARY SAVINGS PLAN..... 31
ARTICLE XXVIII – MULTIPURPOSE ADDITIONAL PAYMENT..... 31
ARTICLE XXIX – INTERNATIONAL EMPLOYEE AND TAX ASSISTANCE..... 31
ARTICLE XXX – SEVERABILITY 32
ARTICLE XXXI – TERM OF AGREEMENT 32
Appendix A – Compensation Schedule

This Agreement is entered into this 15th day of March, 2024, by and between Northwestern University (hereinafter “the University”) and the United Electrical, Radio and Machine Workers of America, and its affiliate, UE Local 1122 (NUGW-UE) (hereinafter “the Union”).

ARTICLE I – RECOGNITION

Pursuant to the Certification of Representation, issued by the National Labor Relations Board in Case No. 13-RC-307313, 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 graduate students enrolled in Northwestern University degree programs who are providing instructional and research services for the University, including graduate assistants; teaching assistants; research assistants; and fellows (hereafter collectively referred to as “Employees”), but excluding all other employees; graduate students who are not providing instructional or research services for the University; undergraduate students; graduate students not seeking Northwestern degrees, including visiting students; graduate student graders, tutors and proctors who are not otherwise providing instructional or research services for the University; Assistant Chairs in residential colleges; Residential Assistants; students enrolled in the Pritzker School of Law; M.D. seeking students in the Feinberg School of Medicine (including M.D./Ph.D. students in Feinberg who are in their M.D. phase of studies); students enrolled in the Medill School of Journalism; office clericals; managers; guards and supervisors as defined in the National Labor Relations Act.

ARTICLE II – UNION SECURITY

Section 1. Union Membership

Subject to applicable law, after the date of ratification of this Agreement, all Employees 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 Employees’ pay for union dues or agency fees for those Employees who authorize the deductions in the amount designated in writing by the financial officer of NUGW-UE Local 1122. The deductions shall be made provided the Union submits to the University’s payroll office deduction requests that clearly denote whether the Employee has authorized dues deductions or whether the Employee 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 Employees’ 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 Employee's name, and the amount deducted from each Employee.

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 Employee 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 III – UNION RIGHTS

Section 1. Union Access

- A. The Union and its agents, 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, including teaching and research, activities are not disrupted. This may mean requesting and receiving advance permission to visit laboratories and classrooms and scheduling a time for the visit with relevant principal investigators or other supervisors to limit any disruption to work.
- B. Union representatives who are also not bargaining unit members shall comply with any applicable University policies on visitor access to the campus, and shall comply with relevant health, safety, and security regulations.
- C. The Union and its agents shall not interfere with programs, operations or the work of Employees or other University employees.
- D. The Union shall have the right to communicate with members of the bargaining unit using their University-provided email addresses.

Section 2. Meeting Space

Subject to availability, the Union shall have access to meeting space on each campus, solely for the purpose of administering this Agreement. Such access will be at no cost to the Union, unless the University charges a fee for usage of particular meeting spaces, in which case the Union may also be charged the internal rate to use such spaces. Requests can be made to the University for recurring meetings or other regular use by any agent of the Union for the purposes of administering this Agreement. 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 furnish the Union with existing bulletin board space in academic units that have existing bulletin boards and employ bargaining unit members. The Union shall be permitted to post notices, flyers, and posters pertaining to interests of Employees and Union activities related to Employees on designated bulletin boards, including, but not limited to, meetings, dues, social activities, and general union matters. The Union shall have sole discretion on posting and removing said materials, provided the postings 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.

Section 4. Communication

Following ratification and approval by the parties, the University shall prepare a digital version of this Agreement and distribute it to the Union.

Section 5. Stewards and Other Representatives

- A. On a quarterly basis, the Union shall 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 accord with the provisions of the Agreement.
- B. Upon securing permission from a supervisor (which permission shall not be unreasonably delayed or denied), Employees elected as stewards and local officers shall be permitted reasonable time to investigate, present, and process grievances on University property during regular work hours. Such time shall not be considered hours worked.

Section 6. Orientation

The Union may identify and request reasonable time at School, Department, or Program-level orientations at which Employees are expected, in order to address Employees in attendance. The University shall not unreasonably deny such requests. The Union also shall be allowed to distribute Union materials related to the Agreement, the bargaining unit, union membership, and the employment of Employees at such orientations.

Section 7. Union Conferences

Employees 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 the responsibilities associated with their appointment, 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 the Employees who have obtained the time off and the amount of time granted.

ARTICLE IV – 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 within three calendar weeks after the first day of classes for each academic quarter an electronic file containing the following directory information for each Employee in the bargaining unit:

- A. Name;
- B. University email;
- C. Phone number;
- D. Current mailing address;
- E. Net ID;
- F. School Affiliation(s).

If the Employee affirmatively consents to the disclosure of such information to the Union as provided for in Section 2 below, the University will also include the Employee's:

- A. Job title;
- B. Work location;
- C. Dates of employment, enrollment and actual date of graduation;
- D. Employing Department(s) or Program(s);
- E. Permanent and local mailing addresses;
- F. Stipend amount;
- G. Additional rates of pay, if any: and
- H. Pay period.

This listing shall be provided to the Union in Excel (.xlsx) format at no cost. This listing shall include all Employees who entered and remain in the bargaining unit in the intervening time since the production of the prior listing and may exclude those former Employees who are no longer in the bargaining unit. If any item on this list is unavailable at the time of delivery, reasonable effort shall be made to include this information in future lists.

Section 2. FERPA Communication and FERPA Release

Upon an Employee's entrance into the bargaining unit, 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 minimum, the following information:

- (A) The Union is the Employee's exclusive bargaining representative as to the terms and conditions of the Employee's employment with the University;
- (B) The Union has a legal obligation to represent the Employee 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 an Employee's student education records, the Employee will be asked to complete and sign the FERPA Release Form and return the form along with all other on-boarding paperwork upon entry into the bargaining unit; and,
- (D) Contact information of both the Union and the University for the Employee 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 Employee to waive their privacy rights under the Family Educational 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 Employee, 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 Employee;
- (B) An option for the Employee to decline to waive their privacy rights under FERPA;
- (C) Information about how an Employee may change their selection in the future.

Section 3. FERPA and Discipline/Discharge

In cases related to Article XI, Discipline and Discharge, if the Employee has not permitted the disclosure of their non-directory information to the Union, the University, in accordance with the provisions of that Article, shall give the Employee the opportunity to voluntarily sign a FERPA Release Form.

Section 4. Aggregate Wage/Hour Data

In addition to the lists of bargaining unit members with their directory information, the Union may request once per calendar year a list showing aggregate stipend payment amounts and other aggregate data regarding compensation paid to all Employees within the bargaining unit. In order to comply with FERPA, this list will not include any personal identifying information for Employees.

Section 5. 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 bargaining unit members. The University and the Union shall interpret and apply this Article in accordance with FERPA.

Section 6. Employment Records

Employment records shall be defined as records documenting an Employee's appointment to a position covered under this Agreement, revision or termination of such an appointment, appointment-related evaluations, disciplinary action related to such appointment.

An Employee may review their employment records upon written request. The University shall make such records available within a reasonable period of time, but no later than ten (10) business days after a written request is made by the Employee. An Employee has the right to submit a written response to any of their own employment records and such submission shall be included with the Employee's employment records. Where the Employee seeks review of their employment records in relation to a grievance under Article X, Grievance Procedure, the union steward or representative may be present at the review and examine the documents if the Employee requests their presence.

ARTICLE V – 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 establish, administer and modify reasonable policies, procedures, rules, and regulations for students, faculty, and staff;
- D. To determine and manage campus housing pursuant to University policies;
- E. To determine cost and coverage of Employee 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 Employees;
- 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 Employees' performance is evaluated;
- K. To establish and require Employees to observe University policies, procedures, rules and regulations, including any applicable policies, procedures, rules and regulations contained in University handbooks;
- L. To discipline or discharge an Employee for just cause;
- M. To appoint Employees to positions that are not covered by this Agreement;
- N. To determine all matters relating to the recruiting, hiring, appointment, reappointment and non-reappointment, transfer, promotion, demotion and layoff of Employees;
- O. To establish, reduce, alter, combine, or discontinue any job classification, department, unit, operation or service, or portion thereof;
- P. To open, close in whole or in part, consolidate, reorganize, relocate, and expand any of the University's facilities, operations, and programs;
- Q. 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 VI – LABOR MANAGEMENT COMMITTEE

Section 1. Statement of Intent

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 Employees. To that end, the Parties agree to the creation of a joint labor-management collaboration committee (referred to in this Article as the “Committee”).

Section 2. Committee Composition

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.

Section 3. Committee Matters

In Committee meetings, matters of mutual concern relating to this Agreement, including the composition of the bargaining unit list and issues tending to cause misunderstandings, shall be considered and recommendations may be made to either the University, the Union, or to both. However, the University shall retain the final authority with respect to adopting recommendations made by Committee members. A decision by the University not to implement a recommendation by the Committee is not grievable. Meetings of this Committee shall not be used for negotiations for purposes of altering this Agreement or to discuss pending grievances.

Section 4. Committee Meeting Frequency

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.

Section 5. Emergent Circumstances

The Union recognizes that the University from time to time must address a variety of emergent circumstances that affect its operation. Nothing in the Article prevents the parties from meeting or consulting on short notice to address time-sensitive issues that require immediate attention. Each party will notify the other of the person it has designated to contact in the event of emergent circumstances.

ARTICLE VII – EMPLOYEE RIGHTS

Section 1. Latitude in Performing Work

The Union and the University recognize that Employees work under the supervision, coordination and authority of faculty and staff. Within the scope of directions given by the University, Employees have reasonable latitude to exercise their professional judgment in deciding how best to accomplish their job duties. When performing services for the University, Employees are entitled to academic freedom in accordance with the University's policies.

Section 2. Work Space

Employees' need for space in order to complete their work assignments will be provided in consultation with their departments/programs. Any changes that are necessitated will be made with consideration for the needs of Employees and the department/program.

Section 3. Changes in Work Location

If an Employee's work location is to be moved or if there is a substantial alteration of the Employee's workspace, the Employee will be notified at least thirty (30) days before the move or alteration. In circumstances where it is not possible to provide thirty (30) days' notice, notice shall be given as soon as possible.

This provision does not apply when the move is necessitated to address a harassment issue, workplace dispute, or safety concern where the need for prompt response is paramount.

Section 4. Remote Work

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

Section 5. Access to Tools/Supplies

The University shall provide Employees 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 supplies necessary to perform duties related to their employment not otherwise provided.

Section 6. Mandatory Supervisor Meetings

Employees shall have an initial meeting with their supervisor, either prior to the start of their appointment or within the first few weeks of the start date of their appointment, to discuss responsibilities and expectations. Over the course of the appointment, the Employee and their supervisor shall meet at regular intervals at mutually agreeable times to discuss the Employee's performance of their duties.

Section 7. Expenses and Reimbursement

Preapproved work related expenses, including but not limited to materials, equipment not provided by the department, and cost of approved travel, shall be paid for by the University, unless agreed upon by both parties that the Employee will make the purchase and be reimbursed. Reimbursement shall be reasonably prompt, following the timely and proper submission of sufficient documentation for the expense. Reimbursement requests shall comply with the University's Travel and Entertainment Policy.

Section 8. Intellectual Property and Authorship Rights

Employees 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 as set forth in the University's Patent and Invention Policy and Copyright Policy.

The University and the Union mutually acknowledge that published works should accurately attribute the contributions of Employees. The author responsible for overseeing the research has discretion to make attribution decisions. Nothing in this Article precludes an Employee from requesting in good faith authorship or contribution attribution.

The University shall not retaliate against an Employee who engages in a good faith effort to assert their intellectual property rights or seek authorship credit.

Section 9. Other Work

In order to undertake work that is not assigned to the Employee in their appointment letter(s) and/or letter of admission, the Employee must follow The Graduate School's Student Funding Policies, including the Permission to Work Policy.

ARTICLE VIII – INTERNATIONAL EMPLOYEE RIGHTS

Section 1. Intention

The University is committed to providing a safe learning, research, and working environment for all Employees, regardless of immigration, citizenship, or undocumented status. The University affirms its commitment to helping all international Employees admitted under F-1 and J-1 statuses 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. The University further affirms its commitment to supporting international Employees admitted under other immigration statuses by directing them to appropriate resources which can 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.

Section 2. Employee Immigration Status

The University will not release information regarding Employee immigration status to the Department of Homeland Security unless legally compelled to do so. The Northwestern University

Police Department will not question students about their immigration status, ask them for immigration documentation, or detain them for reasons related to their immigration status. The University will also continue to make immigration-related resources and guidance available to students, including Employees.

Section 3. Visa Renewal and Other Immigration-related Paperwork

International Employees 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 Employee to continue to perform their job duties, without interruption of funding, for a length of time permitted by relevant law.

Section 4. International Employee Ineligible to Work

The University and the Union recognize that, as a result of a change in an Employee's immigration status, the University may not be able to lawfully continue to employ them. However, in the event that an Employee regains lawful employment authorization, the University will, at the Employee's request and upon appropriate FERPA release, meet with the Union and the Employee to discuss potential reemployment into their prior appointment, or another appointment if their previous appointment is unavailable.

Section 5. The Office of International Student and Scholar Services

While the University does not offer legal advice to Employees, the Office of International Student and Scholar Services (OISS) can advise Employees who are on University sponsorship regarding visa status and immigration regulations. The University will maintain a list of attorneys and other resources for referral about immigration issues unrelated to an Employee's relationship with the University. Additionally, OISS shall invite an immigration attorney to visit campus twice a year to discuss H visas and green cards.

OISS will act in good faith to, upon request, provide accurate, timely, up-to-date information regarding US immigration and other policies concerning international Employees. If an Employee is unsatisfied with their assigned OISS advisor, they may report their concern to and seek assistance from either the Associate Director or the Director of OISS.

The OISS should act in good faith and in a timely fashion to provide necessary documentation for international Employees.

Section 6. English Language Programs

The University will make English Language Programs Services available to eligible Employees, as determined by The Graduate School. Employees who are required to enroll in English Language Programs courses as a condition of employment shall have the tuition for such courses waived.

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 Employees on F-1 visas. CPT requests will not

be arbitrarily denied. Employees shall not experience retaliation by a supervisor for electing to use these benefits.

ARTICLE IX – NO STRIKE/NO LOCKOUT

Section 1. All Strike Activity is Prohibited.

During the term of this Agreement, neither the Union nor Employees will:

- 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, teaching, or research work as a form of concerted activity (as defined under the National Labor Relations Act); or
- C. commit any other interference with or stoppage of work.

Nothing in this Section 1 prohibits Employees from participating in “demonstrations” on non-working time under the terms of the University’s “Demonstration Policy,” as such policy is in effect and may be amended from time to time.

Section 2. Union Duties to Stop Strike Activity.

Upon notification by the University to the Union that an Employee covered by this Agreement is alleged to be in violation of Section 1 of this Article, the Union will immediately contact the Employee and inform them through all reasonable means that such action is prohibited by this Agreement and instruct the Employee 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 Employees 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 Employees 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 X – GRIEVANCE PROCEDURE

Section 1. 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 level possible. The Union and the University shall engage in good faith in the processing of grievances under this Article.

Section 2. Definition of a Grievance

A grievance is a disagreement arising under this Agreement and during the term of this Agreement concerning the interpretation, application or claimed violation of this Agreement, brought on behalf of a single Employee or a group of Employees. A grievance must be submitted in writing, as must any appeals of a grievance.

Section 3. Time Limits

Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. By mutual agreement, the parties may extend any and all time limits during the process of a grievance(s). Agreements to modify time limits must be in writing. Neither the University nor the Union will unreasonably deny the other's request for extensions of time.

Section 4. Adjustment of Grievances

Informal Adjustments. An effort shall first be made to adjust an alleged grievance informally between the Employee (and their union steward, if so desired) and the immediate supervisor prior to the commencement of Level 1. Any resolution reached through the informal step of the grievance process may not be used to establish a precedent for the future interpretation or application of this Agreement.

Withdrawal of Grievances and Effect of Resolution. Any grievance may be withdrawn without prejudice.

Level 1: If the grievance is not resolved through informal discussions, the Union shall, within thirty (30) calendar days following the time at which the aggrieved party could reasonably have been aware of the grievance, commit the grievance to writing and describe the nature of the dispute, including the dates of the alleged violations of the Agreement and the provisions of the Agreement alleged to have been violated, and the remedy sought to the relevant Director(s) of Graduate Studies or Chair(s), or their designee(s), of the Department or Program in which the Employee is providing instructional and research services for the University. The relevant Director of Graduate Studies or Chairs (or their designee), shall meet with the Union and the grievant within ten (10) business days after receipt of the written grievance. Within ten (10) business days of the Level 1

meeting, the University will provide a written response to the grievance to the Union. 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 hand delivery. In the case of the Union, the appropriate representative is the steward who filed the grievance or represented the Employee at the respective level. In the case of the University, the appropriate representative is the individual who hears the grievance at the respective level.

Level 2: In the event the grievance is not resolved in Level 1, the Union may appeal the grievance to the Dean(s), or head of the responsible unit where the unit is other than a school, or their designee(s), of the school/unit(s) in which the Employee is providing instructional and research services for the University. Such an appeal must be made in writing within seven (7) business days after receipt of the decision in Level 1. If a grievance has been appealed in Level 2 as described above, the Dean/Unit Head(s) or designee(s) shall set a mutually satisfactory time to meet regarding the grievance to be held within ten (10) business days after receipt of the appeal. Within ten (10) business days after the meeting, the Dean/Unit Head(s) or designee(s) shall issue a decision to the union.

Level 3: In the event the grievance is not resolved in Level 2, the Union may appeal the decision in writing to the Provost or designee, provided such appeal is made in writing within seven (7) business days after receipt of the decision in Level 2. If a grievance has been appealed to Level 3, as described above, the Provost or designee shall set a mutually satisfactory time to hear the grievance within ten (10) business days after receipt of the appeal. Within ten (10) business days after the meeting, the Provost or designee shall issue its decision in writing to the parties involved.

The Union, through a steward, may initiate grievances involving the termination of an Employee at Level 3. By mutual agreement of the parties, a group grievance may be initiated a Level higher than Level 1.

Section 5. University Time Limits

Subject to any extensions as set forth in Section 3 of this Article, the failure by the University to give a decision within the prescribed time limits under this Article shall permit the Union to proceed with the appeal to the next level. For purposes of this Article, a business day is defined as any day the University is open, but excluding weekends and University holidays.

Section 6. Arbitration Procedure

(A) **Request:** The Union may submit a grievance to arbitration provided written notice of intent to arbitrate is delivered to the office of the Provost or the designee chosen in Level 3 within thirty (30) calendar days following receipt of the decision in Level 3 of the grievance procedure.

(B) **Selection of Arbitrator:** Upon submission of a request for arbitration, the parties may within ten (10) business days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, the Union may request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven arbitrators who are members of the National Academy of Arbitrators. Within ten (10) business 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 Union will make the first strike. The Union shall promptly notify the arbitrator of their selection, with a copy to the University.

(C) Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. 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.

(D) Decision: The arbitrator so selected shall confer with the University and Union representatives and hold hearings promptly and shall issue their decision not later than thirty (30) days from the date of the close of the hearings or, if written briefs have not been waived, then from the date the post-hearing briefs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator, when made in accordance with the arbitrator's jurisdiction and authority established by this Agreement, shall be submitted to the parties and shall be final and binding on the parties.

(E) Expenses: The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, and the party's copy of the hearing transcript (if any), shall be borne equally by the University and the Union. Any other expenses incurred shall be paid by the party incurring the same.

(F) Expedited Arbitration: Notwithstanding the foregoing, in the event of the termination of an Employee, the Union may refer the grievance to expedited arbitration by including such intent in the written notice in part (A) of this section, provided that the University agrees in writing in advance to expedite such grievance. 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.

(G) **Limits on Arbitrator's Authority**. The arbitrator also will have no authority to add to, subtract from, or modify, the provisions of this Agreement. The jurisdictional authority of the arbitrator is defined as, and limited to, the determination of any grievance as defined in Section 2, submitted to the arbitrator consistent with this Agreement and considered by the arbitrator in accordance with this Agreement. The Arbitrator will have no authority to consider academic matters or render judgment regarding academic progress or standing.

ARTICLE XI - DISCIPLINE AND DISCHARGE

Section 1. General

No Employee shall be disciplined or discharged for matters arising out of their employment except for just cause.

Discipline may include written warnings, unpaid removal from employment duties (e.g., suspension), last chance agreements, or discharge from employment. For purposes of this Agreement, discharge shall mean the termination of an Employee's appointment or work assignment. In general, progressive discipline shall be considered in all disciplinary cases governed by this Article. However, the University may implement immediate discharge or discipline at higher levels depending on the seriousness and frequency of the Employee's actions and surrounding circumstances.

Section 2. Right to Union Representation in Investigatory Interviews

An Employee shall have the right to have a union steward or representative present whenever the Employee is to be interviewed regarding events or behavior which may lead to discipline. If the Union steward is not immediately available, the University shall wait for a reasonable period of time given the circumstances, but in no event longer than two business days until the 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 Employee that they will be suspended or discharged from a bargaining unit position, provided the Employee has signed a FERPA consent to release such information.

Section 3. Scope

Discipline as used in this Article refers to employment actions taken involving job-related misconduct or job-related performance. Discipline does not include actions taken by the University for operational reasons or due to academic performance, academic misconduct, research misconduct, or academic dishonesty. The University affirms that it will not use course grades as a pretext for employment-related disciplinary action.

Section 4. Grace Period before Operational or Academic Dismissal

The University shall notify the Employee and, if the Employee has signed a FERPA release, the Union in writing of any operational changes or changes to their academic standing when it affects employment. Following notification, the Employee will be given a twenty-five (25) business day grace period, as defined by the academic calendar, or until the end of the academic quarter in which notice was provided, whichever is longer, where the Employee maintains current pay and benefits. In the event of an operational change resulting in dismissal, the Employee may seek, but is not entitled to, reappointment in a similar or equivalent position with other supervisors at the University.

Section 5. Protection from Undue Degree Withholding

Employees who have fulfilled all degree requirements shall not be unreasonably required to continue providing research or instructional services in order to have the degree conferred.

ARTICLE XII – SCOPE OF WORK

The University reserves the right to assign Employees those duties and responsibilities that best meet the needs of the University based on the qualifications and abilities of the Employee. The nature and scope of the duties and responsibilities of an Employee will vary by program and department.

Employees covered by this Agreement are expected to carry out research and instructional duties directed by the University. Research and instructional assignments may involve administrative or service tasks that support the overall research or teaching endeavor. Employees shall be notified of individual assignments in an appointment letter covered in Article XIV, Appointment Notification.

No Employee shall be required to perform a service for the benefit of any other employee of the University that is personal in nature.

ARTICLE XIII – TRAINING

Section 1. Required Work-Related Training, Orientation, Meetings and/or Conferences

The University retains the exclusive right to determine the content and delivery of training and orientation programs required to fulfill specific employment duties. The University shall provide Employees with such required non-curricular or non-credit-bearing training and/or orientation at no cost to the Employee. Attendance at such training and/or orientation shall be considered part of the Employee’s workload/working hours. Attendance at required meetings and conferences shall also be considered part of the Employee’s workload/working hours.

The University will notify Employees of mandatory training, orientations, meetings, and/or conferences that are required as part of their appointment as soon as practical once such requirements are set.

Section 2. Time Off for Professional Activities

The University will not arbitrarily deny requests for time off to take examinations for professional licensing related to an Employee’s degree, to travel to non-required conferences, to attend other non-required training, or to attend other events for professional development not required as set forth in Section 1 of this Article. Such approval shall be at the discretion of the Employee’s supervisor. Guaranteed funding will continue during such professional activities, however such time shall not be considered part of the Employee’s workload/working hours.

Section 3. Professional Development Leave

The University will not arbitrarily deny requests for an Employee to take up to four quarters of unpaid leave for reasonable educational, research, or professional development opportunities. Examples of reasons for a professional leave include, but are not limited to, full-time professional internships, field work opportunities, or short-term teaching or research appointments at another institution. Approval shall be at the discretion of the Employee's supervisor.

ARTICLE XIV – APPOINTMENT NOTIFICATION

Section 1. Notice of Appointment

The University shall send a written letter of appointment at least thirty (30) days before the appointment begins. It is understood by both parties that in certain circumstances some appointments cannot be finalized in advance of the start of the appointment. In those cases, the University will endeavor in good faith to provide as much information as is possible in advance of the start of the appointment. Upon the change of any information contained in an appointment letter within an appointment period, as defined in Section 3 of this Article, such changes shall be communicated to the Employee in writing as soon as possible. The Employee will have the opportunity to review and discuss the contents of any appointment letter with the University. If the Employee chooses to decline the appointment, it is understood that there may not be an alternative appointment available and the decision to decline the appointment may impact their status as an Employee.

Section 2. Content of Appointment Letter

The letter of employment appointment shall include the following information:

- A. Employment appointment title(s);
- B. Effective starting date of the appointment and, if known, the termination date for the appointment;
- C. Employment unit (e.g., department, institute, center, etc.);
- D. The faculty member(s) and/or supervisor(s) to whom the Employee will report, along with their contact information;
- E. For teaching appointments regarding courses not of the Employee's own design, the name and number of the course; the maximum number of students that can be enrolled in the course; estimated number of TA's assigned to the course; a concise description of the required duties; and a list of instructional materials, such as grading rubrics, that will be provided to the Employee to assist in their required duties, if known;
- F. For all other appointments, a concise description of required duties;
- G. Work location, if known;

- H. Pay classification as described in Article XXI and Appendix A of this Agreement;
- I. Relevant information regarding tax classification of funding type
- J. Amount of compensation or hourly pay rate;
- K. Payment schedule
- L. Relevant payment processing contacts in appointment department and in student department
- M. Benefits related to this employment appointment, if different from those described elsewhere in this Agreement;
- N. A statement that the position is covered by this Agreement;
- O. A FERPA Communication and FERPA Release Form as set forth in Article IV of this Agreement;
- P. A copy of the Appointment Posting if applicable.

If any of the above information is not known at the time notification is sent, the Employee will be informed as soon as is reasonable under the circumstances.

ARTICLE XV – APPOINTMENT POSTING

Section 1. Definition of Open Appointment

The determination of appointments, qualifications for appointment, and responsibilities is reserved to the University. Open appointments are those appointments not used to fulfill a commitment of support made to a student, either (a) at the time of admission or (b) under a preexisting teaching, research, or advising relationship with a faculty member(s).

Section 2. Posting of Open Appointments

Within a reasonable amount of time which shall not exceed one (1) year after the effective date of this Agreement, the University agrees to develop a centralized system and/or have individual Programs or Departments develop centralized systems to post open appointments as defined above.

Appointment postings shall contain the following elements:

- A. Description of the appointment;
- B. Minimum and preferred qualifications;
- C. Information about how to apply for the appointment;
- D. Deadline for applying;

- E. Statement on non-discrimination, as described in Article XIX;
- F. Amount of compensation or hourly pay rate;
- G. Payment schedule;
- H. Anticipated hours worked.

Section 3. Timetables

Appointments shall remain posted and open for applicants for no less than five (5) business days, except when the beginning of the appointment period must begin less than five (5) business days after the appointment is posted.

ARTICLE XVI – TERMINATED OR CANCELED APPOINTMENTS

If an Employee’s appointment is prematurely terminated or canceled for reasons unrelated to discipline or the academic standing of the Employee, the University will make reasonable efforts to reassign the Employee to another appointment for which the Employee is qualified, if available. The University shall notify the Employee as soon as possible before the termination or cancellation of an appointment. A terminated or canceled appointment will not alter the guarantee of funding set forth in the University’s offer of admission. Likewise, a terminated or canceled appointment will not impact funding offered in an appointment letter issued after the period of guaranteed funding set forth in the University’s offer of admission.

ARTICLE XVII - WORKLOAD

Section 1. No Obligation to Work More Than Appointed Hours of Work

Graduate students are engaged in an academic enterprise that spans their duties as Employees and their other obligations as they progress through their degree programs. Some of their duties as an Employee may be in satisfaction of their degree requirements and some may not be. Time spent by an Employee on their academic efforts associated with degree requirements and academic expectations are 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 toward their degree.

The parties recognize that the number of hours worked per week will fluctuate for Employees. No Employee shall be compelled to devote more than an average of twenty (20) hours per week over the course of their appointment period on work not associated with degree requirements and academic expectations. The parties recognize that the content of work assigned to an Employee may vary from week to week. The University shall provide Employees with a reasonable amount of time to complete job duties, taking into consideration the relevant surrounding circumstances.

Section 2. Workload Adjustments

Any Employee who believes their employment workload cannot reasonably be completed within the average hours specified in this Article may bring such concerns to their supervisor for

discussion and possible appropriate action. The supervisor shall discuss such concerns and, as warranted, make adjustments to workload requirements.

Section 3. Regular Work Hours

The University acknowledges as a general principle that most work assignments should be primarily carried out during weekdays from 8:30 AM to 5:00 PM.

Obligations of assigned positions for all Employees should be met primarily during these work hours, as otherwise specified in the appointment letter, or by mutual agreement between the Employee and the Employee's supervisor. The Union acknowledges some work obligations may fall outside of hours established as set forth in this Section 3, such as evening classes, office hours, required meetings, laboratory responsibilities, or in-person or remote field work (including such work performed in other time zones) and related travel that must be attended to outside of regular work hours.

Section 4. Mandatory Meetings

Except as otherwise stated in this Article, the University shall ensure that all meetings and communications required as a condition of employment are conducted during regular work hours as defined in Section 3. If the meeting is to take place somewhere other than the Employee's regular worksite, they will be given advance notice of said meeting.

Section 5. Office Hours and Class Preparation

Required office hours shall be included in the total workload for the appointment period. Hours spent on individually assigned special preparation for teaching sections, such as grading or preparing course material, shall also be included in the total workload for the appointment period.

ARTICLE XVIII– INCLUSIVE WORK ENVIRONMENT

Section 1. Accommodations for Employees with Disabilities

Upon request for an accommodation by an Employee with a documented disability, the University shall promptly engage in the interactive process and as soon as practical provide the Employee with agreed-upon reasonable accommodation(s) as are necessary for the performance of their essential job functions, consistent with federal, state and local law. Accommodations include, but are not limited to, such things as: changing the physical layout of the workplace, including wheelchair access; providing assistive technology such as captioning and interpretations; accessible parking; restructuring job duties; modifying the Employee's work schedule and other accommodations within the laboratory, office, and/or classroom. Once the University has agreed to an accommodation, those responsible for implementing the accommodation will be notified and the Employee will be provided a reasonable timeline for implementation. The nature of a workplace accommodation may differ from academic accommodations.

Section 2. Employee Names and Pronouns

All Employees shall be addressed or referred to by the names and pronouns they choose at the workplace. Moreover, upon written request from the Employee, the University shall update applicable University records with the Employee's chosen name and pronouns, unless the University is legally required to maintain and report an Employee's legal name and sex assigned at birth with respect to a particular type of record. The University shall also update an Employee's identification card including photograph, upon written request from the Employee. These changes shall be completed in a timely manner at no cost to the Employee, so long as the Employee makes a written request, produces their original Wildcard, and fulfills all necessary paperwork.

Section 3. Restrooms

The University affirms that Employees may use restrooms aligned with their gender identity. The University shall maintain a publicly available list of single-user/all-gender restrooms on campus.

Within thirty (30) calendar days following the date of execution of this Agreement, the University shall create a publicly available list of facilities with free menstrual products.

Section 4. Religious Practice

The University shall provide reasonable accommodations for religious beliefs of Employees in accordance with applicable law and University policies and procedures, following an interactive dialogue between the University and Employees requesting such reasonable accommodations. The University shall maintain a list of prayer spaces.

Section 5. Lactation

The University shall provide a reasonable amount of break time for an Employee to express breastmilk in the workplace, and a private space other than a public restroom that is clean, shielded from view, and free from intrusion from coworkers and the public, in reasonable proximity to the nursing Employee's work location, which may be used for lactation, including access to refrigerator storage space. The University will comply with all federal, state and local regulations pertaining to breastfeeding. An Employee who plans to express milk at work must discuss the need for breaks and a suitable private location with their supervisor to allow adequate time to plan and identify a suitable private location.

ARTICLE XIX – NON-DISCRIMINATION

Section 1. Non-Discrimination

The University and the Union are dedicated to the principles of equal opportunity and freedom from discrimination. Accordingly, the University and the Union will comply with the provisions of all applicable laws against discrimination and harassment on the basis of any characteristic protected under applicable law as of the date the parties sign this Agreement or that later becomes protected by law. Neither the Union nor the University's respective policies or activities will discriminate against any Employee based upon race, creed, religion, national origin, ethnicity, caste, marital status, pregnancy, parental status, color, sexual orientation, sex, gender identity,

gender expression, age, citizenship status, disability, veteran status, genetic information, reproductive health decision making, height, weight, or any other classification protected by law. Prohibited discrimination includes harassment, which is prohibited by the University's Policy on Discrimination, Harassment, and Sexual Misconduct or any applicable successor policy.

For purposes of this Article, the term "caste" is defined as a system of rigid social stratification characterized by hereditary status, endogamy, and social barriers sanctioned by custom, law, or religion, that originated in South Asia.

Section 2. Union Membership and Activity

Consistent with its obligations under applicable federal law, neither the University nor the Union shall discriminate against any Employee on the basis of their membership or non-membership in the Union or for engaging in activity on behalf of or in opposition to the Union.

Section 3. Arrest or Conviction Record

Consistent with its obligations under applicable Illinois law, the University shall not use an arrest or conviction record as a basis for taking adverse employment action against an Employee, unless (1) there is a substantial relationship between one or more of the previous criminal offenses 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.

Section 4. Non-Retaliation

Filing a complaint of discrimination or harassment or cooperating in an investigation of alleged discrimination or harassment is protected activity. Retaliation against any individual for initiating or otherwise participating in such protected activities is forbidden.

Section 5. Mutual Respect and No Harassment

All members of the University community, including faculty, staff and students, are expected to deal with each other with respect and consideration.

Further, all Employees shall have the right to work in an environment free from abuse of authority. Employees who have concerns about a potential violation of this Section shall follow the reporting procedures established by the University.

Section 6. Grievable and Non-Grievable Complaints

- A. A complaint of discrimination or retaliation based on membership or non-membership in the Union or activity on behalf of or in opposition to the Union are grievable.
- B. The parties further agree that if an Employee 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. The University will make determinations and take action consistent with its statutory and regulatory obligations. At any stage of these procedures, the Employee may be accompanied by a Union steward or other Union representative. Under no circumstances should an Employee be coerced by the University to accept alternative resolution in lieu of filing a formal complaint. The University's determinations regarding Title IX matters shall be final and non-grievable.

- C. For all other discrimination, retaliation or harassment complaints in which an Employee is the complainant or respondent, the University's policies and investigative/administrative resolution, hearing, review, and appeal procedures shall first be exhausted before a grievance is filed. During any stage of these procedures, the Employee may be accompanied by a Union steward or other Union representative. Under no circumstances should an Employee be coerced by the University to accept alternative resolution in lieu of filing a formal complaint. Once the University's procedures have been exhausted, within 30 calendar days of the University's written notice of its appellate decision, a grievance may be filed beginning at Level 3 of the Grievance Procedure set forth in Article X of this Agreement.
- D. The arbitrator shall be without authority to render a remedy concerning any academic matter or any aspect of the Employee's status as a student.

Section 7. Harmony with Policy on Discrimination, Harassment, and Sexual Misconduct

Nothing in this Article or Agreement is intended to conflict with the University's Policy on Discrimination, Harassment, and Sexual Misconduct or any applicable successor policy, Interim Policy on Title IX Sexual Harassment, Reasonable Accommodation Policy and the Statement on Academic Accommodations for Religious Holidays, or related procedures.

ARTICLE XX – HEALTH AND SAFETY

Section 1. Intention

Employees shall be provided with a safe workspace and not be required to work in conditions that pose an unnecessary threat to their health and safety. The University shall maintain policies which ensure a safe workplace, and take reasonable steps to proactively ensure Employee health and safety. Such reasonable steps may include but are not limited to providing necessary equipment and resources, as well as training in the safe and proper use of equipment necessary for the work.

Section 2. Compliance with Relevant Standards

The University shall provide working conditions and workplace protections that meet Occupational Safety and Health Administration (OSHA) standards and all other applicable state or federal regulations governing workplace safety. Employees shall perform their duties in compliance with applicable University policy related to workplace health and safety standards and shall use personal protective equipment as required by law or University policies. For purposes of this Section, Employee compliance with workplace health and safety standards includes, but is not

limited to, attendance at all required health and safety trainings and compliance with any and all required health and safety standards.

Section 3. Reporting of Hazardous Conditions

Employees shall report any issue that they reasonably believe to be a dangerous health or safety condition or a violation of this Article or any applicable University policy related to workplace health and safety. When an Employee reports conditions they reasonably believe to be unhealthy or dangerous to their health and safety, the relevant University personnel shall evaluate the concern, which shall include an interview of the Employee, and take any necessary corrective action to provide a safe working environment in a timely manner. In cases where there is an imminent danger to the Employee, they shall not be expected to resume their work at the location where the danger is present until the University evaluates and determines that appropriate corrective action has been taken. The University shall not retaliate against any Employee for such reporting. The University shall make information about the reporting process readily accessible to Employees in each department, lab, or center which has Employees working in laboratory conditions.

Section 4. Public Health Safety

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

This may include, but is not limited to recommendations for indoor spacing, masking, and testing during local high transmission of SARS CoV-2. If hybrid options for in-person teaching or research work settings are not available, Employees shall have the ability to request a reasonable accommodation through the Office of Civil Rights and Title IX Compliance, which may include the provision of an N95 mask.

ARTICLE XXI – COMPENSATION

Section 1. Pay Rate

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 members of the bargaining unit nor over any financial matters unrelated to their research and instructional positions. The provisions of this Article only apply when a graduate student is working in a position covered by this Agreement and only to employment-related matters associated with the position. Any Employee with a base stipend rate higher than the minimum set under this Agreement shall not have their based stipend rate reduced as a result of this Agreement.

As set forth in Appendix A, this Agreement establishes minimum pay rates for bargaining unit positions covered by this Agreement, beginning on June 1, 2024, and September 1 of each year thereafter through the term of this Agreement. Nothing in this Agreement shall preclude the University from paying an Employee above the minimum pay rate, in its sole discretion. Employees may be compensated for additional work for the University, receive one-time awards, and receive extra pay beyond those listed in this Agreement in excess of the base stipend.

Section 2. Pay Periods

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

Section 3. Ratification Bonus

Upon the ratification of this Agreement, Employees in the bargaining unit at the time of ratification will receive a one-time lump sum ratification bonus of \$1,000. This sum shall be paid in the first pay period following the ratification of this Agreement.

ARTICLE XXII– TUITION AND FEES

Section 1. Tuition Funding

The University shall continue to provide a full tuition scholarship for Employees in fully funded programs as set forth in their offers of admission to the University. Nothing in this Article prohibits the University from receiving and applying external funds toward such tuition coverage.

Section 2. Fee Waiver

Unless discussed in other Articles, the University shall fully cover the health services fee for all Employees.

Section 3. Funding Banking

At the home school's discretion, most Employees enrolled in Humanities and Social Sciences PhD programs may use up to 4 banked quarters to extend their funding through their sixth year. Banked quarters are earned in years 1-5 when these Employees are funded on quarters outside of their 20 allocated quarters from TGS, such as through interdisciplinary GAships, external fellowships, grant funding, etc.

ARTICLE XXIII – LEAVES OF ABSENCE

Section 1. Scope of Article

This Article provides for time off from an Employee's obligations to perform research or instructional services for the University, which may run concurrently with academic leaves of absence. Time off granted under this Article does not release an Employee from any academic requirements, including, but not limited to, duties related to progress towards their degree. Employees must address the impact of time off on their academic progress with their respective programs and advisor when seeking approval for time off. Nothing in this provision shall prevent a supervisor, at their discretion, from granting more days off than the minimums specified in the provisions below.

Section 2. Sick Time

Employees who are sick or who have been directly exposed to an infectious illness shall not be unreasonably denied the opportunity to take time away from work without loss of compensation.

Section 3. Paid Family and Medical Leave

The University will maintain The Graduate School's current Medical Leave of Absence, Parental Leave of Absence, and General Leave of Absence Policies for the duration of the Agreement.

Upon returning from a leave under this Section, the Employee shall be returned to a research or instructional position as soon as reasonably possible. No Employee shall be penalized or discriminated against in their employment for taking a leave of absence.

Section 4. Bereavement Leave

In the event of a death of a family member, Employees are eligible for up to five (5) non-consecutive days of paid leave. For purposes of this Section, family member is defined as: a spouse or domestic partner/civil union partner, parent, child (including stillbirth or miscarriage), stepchild, foster child, adopted child, or child of a civil union or domestic partner, grandparent, grandchild, or sibling and those bearing the same relationship to the Employee's spouse or domestic partner/civil union partner (including all step categories). One paid day off is provided for the death of other close family members or members of the Employee's household.

An Employee must notify their supervisor of the need to take bereavement leave as soon as practical. If necessary, Employees may delay the use of their bereavement time for up to one year following the death.

Section 5. Jury Duty and Civic Leave

Employees shall be covered by the University's staff Jury Duty Policy, as is in effect from time to time.

Section 6. Military Leave

Employees shall be covered by the University's staff Military Leave Policy, as is in effect from time to time.

Section 7. Immigration Leave

Employees may be absent for up to five (5) business days per academic year, without loss of pay or benefits, in order to attend visa and immigration proceedings and any other immigration-related matters for the Employee or the Employee's family.

Section 8. Holidays

Employees may observe the academic University holidays and winter recess schedule, subject to obligations required by work-related responsibilities. During a designated University holiday or

recess, Employees 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 or recesses.

The University recognizes that there are religious and cultural holidays that are not currently University holidays. Employees may request time off for such observance as outlined in Section 9 of this Article.

Section 9. Vacation and Personal Days

When providing instructional services, Employees shall use their best efforts to schedule vacation or personal time off during regularly scheduled academic breaks, subject to obligations attendant to professional responsibilities. When an Employee wants to schedule a vacation or personal time off, the Employee shall coordinate with their supervisor at least two weeks in advance of the requested time off. Such time away will not unreasonably be denied. In emergency circumstances, the Employee shall contact their supervisor as soon as possible to request personal time off.

Section 10. Student Status and Special Consideration for International Employees

The Office of International Students and Scholar Services (OISS) shall provide information to international Employees on how personal leave affects immigration or student status. Maintaining continuation of student benefits during leaves under this Article is conditioned on maintaining active student status with the University. International Employees 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 Employee's ability to maintain full-time enrollment as a student.

Section 11. Waiver

The provisions of this Agreement are in lieu of the rights and benefits provided by the Cook County Paid 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 Acts. The Union expressly agrees that all rights, requirements and benefits under the Cook County Paid 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 XXIV – MEDICAL BENEFITS

Section 1. Health Insurance

Employees shall be eligible to enroll in the Northwestern University Student Health Insurance Plan (NU-SHIP) or to otherwise be covered by a health insurance program that meets the University's comparable coverage requirements. The University shall provide individual coverage, at no premium cost, under NU-SHIP to Employees who are in a fully funded program and in their period

of guaranteed funding as set forth in their offer of admission. The University agrees to notify the Union annually of any material changes to NU-SHIP.

Section 2. Dental Coverage

Employees shall be eligible to enroll in the NU Delta Dental PPO, the NU DeltaCare DHMO, or other dental plans that the University offers to students. If an Employee elects to enroll, the University shall cover 100% of the cost of the individual premium for Employees who are in a fully funded program and in their period of guaranteed funding as set forth in their offer of admission.

Section 3. Vision Coverage

Employees shall be eligible to enroll in the Delta Vision Plan for students or other vision plans that the University offers to students. If an Employee elects to enroll, the University shall cover 100% of the cost of the individual premium for Employees who are in a fully funded program and in their period of guaranteed funding as set forth in their offer of admission.

Section 4. Gender, Reproductive, and Sexual Healthcare

NU-SHIP currently provides coverage for gender-affirming care, reproductive care, and sexual healthcare. The University shall exercise best efforts to ensure such coverage continues for the duration of the Agreement.

Section 5. Mental Health Services

The University will make a good faith effort to ensure that Counseling and Psychological Services (CAPS):

- Provides services in a way that is sensitive to the diversity of Employees, including but not limited to identifying external providers trained specifically to address issues affecting people of color, LGBTQIA+ individuals, and neurodiverse individuals, and
- Maintains an up-to-date directory of local, external mental healthcare providers prior to the close of each year's enrollment period, which will include a list of in-network providers comprising therapists, psychiatrists and combined therapists, and a list of out-of-network providers who offer sliding scale rates, to the extent such providers exist and meet CAPS criteria.

Section 6. Fitness Subsidy

The University shall continue to provide a discounted membership at participating fitness facilities for Employees based on the Chicago campus.

ARTICLE XXV – CHILDCARE AND CAREGIVING

Section 1. Adoption Assistance

Employees shall be eligible to participate in the University’s Adoption Assistance Reimbursement Program on the same terms and conditions as other University employees, as in effect from time to time, with the sole exception that an Employee’s eligibility commences no earlier than three (3) years after their appointment to a bargaining unit position.

Section 2. Senior and Adult Care

Employees shall have access to Senior Care Planning, Onsite Senior and Adult Caregiver Support, Senior and Adult Backup Care on the same terms and conditions as other University employees, as those programs are in effect from time to time.

Section 3. TGS Graduate Student Childcare Grant

TGS Employees shall continue to have access to the TGS Graduate Student Childcare Grant, in accordance with the University’s eligibility criteria, policies, and plans. The grant amounts shall be \$5,000 for one (1) dependent child, \$8,000 for two (2) dependent children, and \$12,000 for three (3) or more dependent children.

Section 4. Dependent Care Professional Development Grant

TGS Employees shall maintain access to the TGS Dependent Care Professional Development Grant in accordance with the University’s eligibility criteria, policies, and plans.

Section 5. Returning to Work

Employees shall be reintegrated into the Northwestern system in a reasonable amount of time after returning from parental leave, including promptly regaining Wildcard access for those needing entrance to lactation areas.

ARTICLE XXVI – COMMUTE SUBSIDY

Section 1. Transportation

Employees’ annual parking pass rate shall not exceed that of the equivalent pass offered to NU Faculty. Northwestern shall make information available to Employees about their parking options and the amenities, such as EV charging ports and number of accessible parking spots, available in each lot. If regular transport via personal vehicle is required for non-commute work purposes, Employees shall be entitled to reimbursement for associated parking fees subject to the terms set forth in the University’s Travel and Entertainment Policy.

Eligible Employees (full-time, part-time, and online TGS graduate students not enrolled in the BS/MS program, TGS 512, or TGS 514) may opt into the Chicago Transit Authority (CTA) U-Pass program, subject to the terms of the program and so long as CTA permits opt-in enrollment.

Section 2. Bicycling

Divvy memberships shall continue to be offered to Employees at a discounted rate, subject to the terms of the Divvy University Membership program. Bike repair stations offered on campus shall be kept in good repair and Employees shall continue to be granted a free helmet and bike light upon registration of their bicycle with the University's third-party provider.

ARTICLE XXVII – VOLUNTARY SAVINGS PLAN

To the extent they have eligible earnings, Employees may participate in the University's Voluntary Savings Plan, subject to the terms and conditions of the plan.

ARTICLE XXVIII – MULTIPURPOSE ADDITIONAL PAYMENT

The University will pay each fully-funded Employee, during their period of guaranteed funding, \$100 annually, which the Employee may choose to invest in the University's Voluntary Savings Plan (VSP), under the terms of the VSP, to offset commuter costs to and from work assignments, or to offset healthcare costs.

This annual payment will be made to eligible Employees within the first quarter of the Employee's appointment to a bargaining unit position.

ARTICLE XXIX– INTERNATIONAL EMPLOYEE AND TAX ASSISTANCE

Section 1. Tax Assistance

It is acknowledged that the University cannot offer legal, accounting, or tax advice and services. The University shall follow all legal responsibilities regarding providing Employees with tax forms in a timely fashion. The University shall offer international Employees access to third-party tax workshops every tax year, including one at the start of each academic year. The recordings and other relevant materials from these workshops shall be made available online, subject to the consent and authorization of the workshop provider. The University shall maintain a section on its website regarding frequently asked questions about international Employee tax issues and shall notify Employees of such a webpage. The University shall maintain a list of tax attorneys and agencies for referral.

Section 2. Tax Software

The University shall offer non-resident, international Employees on F-1 or J-1 visas access to free, third-party web-based tax software on a limited basis for the preparation of federal tax returns.

Section 3. International Employee Support Fund

The University shall establish an International Employee Support Fund to which the University will contribute \$300,000 on September 1, 2024, \$270,000 on September 1, 2025, and \$270,000 on September 1, 2026. International Employees on F-1 or J-1 visas may apply for distributions from this fund to recover visa processing-related fees, and other associated expenses which may include airfare and travel for the renewal of their visas for themselves and their dependents on

University-sponsored visas. Each Employee may receive at most \$1,500 within a given academic year in any number of disbursements.

ARTICLE XXX – 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 XXXI – TERM OF AGREEMENT

This Agreement shall become effective upon ratification by the parties 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:

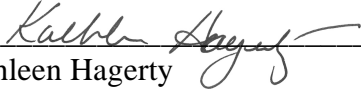
Electrical Radio and Machine Workers of America (UE)
4 Smithfield St, 9th Floor
Pittsburgh, PA 15222-2226


FOR THE UNIVERSITY:

Northwestern University
Attention: Provost
2-143, Rebecca Crown Center
633 Clark Street
Evanston, IL 60208

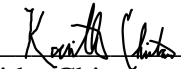
IN WITNESS WHEREOF, these parties hereto have caused these presents to be executed in duplicate:


Northwestern University

By: 
Kathleen Hagerty
Provost

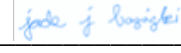
By: 
Lorraine Goffe
Vice President for Human Resources &
Chief Human Resources Officer


**United Electrical, Radio and Machine
Workers of America, and its affiliate, UE
Local 1122 (NUGW-UE)**

By: 
Kavitha Chintam

By: 
Esther Kamm

By: 
Alejandro Abisambra

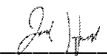
By: 
Jade J. Basinski


By: 
Maddie Brucker


By: 
Lawrence Chillrud


By: 
Peter Cummings

By: 
Adam J. Goldsmith


By: 
Jack Hamill


By: 
Reem E. Ibrahim

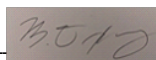
By: 
Lauren Johnson

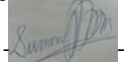
By: 
Cataldo W. Lamarca


By: 
Elisabeth Latawiec

By: 
Thomas McKenzie-Smith


By: 
Behailu Mihirete

By: 
Benjamin M. Oxley


By: 
Summer Megha Pappachen

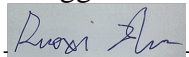
By: 
Adrian Ray-Avalani

By: 
Jakob M. Reinke

By: 
Mounica Sreesai

By: 
Andrew Weidner

By: 
Teke Wiggin

By: 
Ruoxi Zhu

By: 
Kimberly K. Lawson

APPENDIX A

COMPENSATION SCHEDULE

Section 1. TGS Base Stipend

Except as set forth elsewhere in this Appendix, Employees in fully funded programs who are in their period of guaranteed funding as set forth in their offers of admission shall be compensated as follows, where the compensation indicated is given as a minimum annualized equivalent:

Date	Rate
6/1/2024	\$41,000
9/1/2024	\$45,000
9/1/2025	\$46,350
9/1/2026	\$47,741

Excluding Employees subject to the School-specific schedules below, if a fully-funded Employee's base stipend as set forth in their offer of admission and in place as of the ratification of this Agreement exceeds the minimum base stipend effective September 1, 2024, and the Employee is employed in the same position on September 1, 2024, the Employee's base stipend shall be increased by 3%. Thereafter, if a fully-funded Employee's base stipend exceeds the minimum base stipend effective on September 1 of any subsequent year covered by this Agreement and the Employee is employed in the same position on September 1 of that year, the Employee's base stipend shall be increased by 3%.

Section 2. MM and DMA Base Stipend

Employees enrolled in doctor of musical arts (DMA) or master of music (MM) programs in the Bienen School of Music shall be funded as set forth in their offers of admission, including during coursework for DMA students and for MM students whose offers of admission include funding. These Employees will be compensated as follows, where the compensation indicated is given as a minimum nine-month equivalent:

Date	Rate by Enrolled Degree	
	MM	DMA
6/1/2024	\$4,284	\$7,344
9/1/2024	\$4,326	\$7,416
9/1/2025	\$4,413	\$7,564
9/1/2026	\$4,501	\$7,716

Section 3. Kellogg PhD Base Stipend

Employees enrolled in the Kellogg School of Management PhD program who are in their period of guaranteed funding as set forth in their offers of admission shall be compensated as follows, where the compensation indicated is given as a minimum annualized equivalent:

Date	2nd Year Student	3rd Year Student	4th Year Student
6/1/2024	\$45,500	\$43,000	\$45,000
9/1/2024	\$47,663	\$46,125	\$45,000
9/1/2025	\$47,663	\$48,854	\$47,278
9/1/2026	\$48,854	\$48,854	\$50,075

Section 4. Appointments Unrelated to Base Funding

Employees who are not enrolled in fully funded programs, Employees who are beyond their period of guaranteed funding, and/or Employees working pursuant to appointments outside of or in addition to the base funding related to their academic program shall be paid at the following minimum hourly rate (or a flat rate equivalent based on a set expectation of hours worked):

Date	Rate
9/1/2024	\$23.00
9/1/2025	\$23.58
9/1/2026	\$24.16