

September 24, 2026

Union Package Proposal D1

The Union presents the following counter-proposal as a package only, which means that the parties have to agree upon all the provisions of the package:

1. The parties shall agree that the following articles shall be amended as set forth in the text below:
 - a. VII. Hours of Work
 - b. XX. Leaves and Holidays
2. The parties agree that the article numbers listed may change after an agreement has been reached on the entirety of the agreement.
3. It is understood that agreement on this package does not entail commitment to items not included in this package.

VII. Hours of Work

A. Assistants' hours of work are reflected in their percentage of appointment. Such hours of work are separate and distinct from the time required for an assistant's own academic coursework. The University shall make reasonable accommodations to an assistant's schedule, upon request, for not assign a work schedule to an assistant that would unreasonably prevent the assistant from completing required duties of their academic or degree program, including but not limited to courses, seminars, qualifying exams, and preliminary exams.

B. In the instance that the University has not assigned specific hours of work to an assistant prior to the first day of instruction, the University shall accommodate the assistant's course schedule when assigning hours of work.

C. B. It is understood that assistants in this bargaining unit are engaged in professional activities of such a nature that the output produced, or the result accomplished, cannot be precisely standardized or measured in relation to a given period of time and that the time necessary to accomplish an assignment may vary.

D. E. The appointment level (full time equivalency or FTE) shall be based on the appointing department's determination of the amount of time it should normally take to perform the assigned duties including orientation and training. It is expected that a .5 FTE assistant will devote an average of 20 hours per week over the course of a full appointment period excluding University breaks (Fall, Winter, and Spring breaks); this constitutes the total expected hours for an assistantship. Assistants appointed for other FTE levels would be expected to perform work for a proportionately greater or lesser average number of hours per week

The University shall not require an assistant to exceed their average weekly hours by 33% or more in any week of their appointment period. If the work duties for the assistantship require an uneven distribution of hours of work greater than this amount, the specific work schedule shall be communicated explicitly in their Offer Letter. The University shall not require the assistant work more than zero (0) hours in any week where their Offer Letter stated they would be expected to work zero (0) hours.

Nothing herein shall be interpreted to prevent an assistant from voluntarily working additional hours in a given week, so long as the total number of hours worked over the appointment period does not exceed the

total expected hours for the appointment, unless the assistant is compensated for additional hours in accordance with Article XIV.

~~D. If an assistant reasonably believes that their duties routinely require hours which will cumulatively exceed the hours of effort required by the appointment percentage over the full term, they must raise the matter within ten (10) business days from the point the assistant deems the cumulative workload to be excessive with their department supervisor. Upon meeting with the assistant, if the department supervisor concludes that the assistant is working excessive hours based on their assigned FTE, the supervisor may suggest with the assistant's cooperation, that the assistant meet with and be mentored by more experienced assistants or other academic staff members in order to develop strategies for completing the assigned duties at a high level of quality in time contemplated by the assistant's FTE appointment. Further, the supervisor may determine: (1) that certain duties be reduced and/or reassigned to others; (2) the assistant's FTE be increased with the consent of the assistant; or (3) the assistant's FTE be reduced with the consent of the assistant; and/or (4) that the assistant be reassigned to a different position.~~

~~An assistant may appeal the department supervisor's final determination in writing to the Unit Executive Officer (UEO) within five (5) calendar days of the determination. The UEO will review the department supervisor's determination and issue a letter to the assistant either agreeing with, modifying or reversing the determination within five (5) calendar days of the appeal. If the remedy is not acceptable to the assistant, a grievance may be submitted beginning at Level 2 of the Grievance Procedure, provided the grievance is submitted in writing within the thirty (30) twenty (20) business days following notice of the determination.~~

E. GAs and PGAs with set schedules shall receive notice of work schedules at least fourteen (14) calendar days in advance, unless **emergent unforeseen** operational needs preclude the notification. Employing units which set schedules for assistants shall communicate with assistants whether they are expected to finish all assigned tasks during their scheduled shift or if they are expected to perform certain tasks before or after their scheduled shift and include such time in their hours worked. Assistants with set schedules shall receive two (2) consecutive days without any scheduled work each week; where permitted, assistants may voluntarily trade or accept shifts on these days they are not scheduled.

F. The University shall not require an assistant to **work, or** engage in work-related communication **apart from required work hours**, outside of standard University business hours, defined as 9:00 AM to 5:00 PM, Monday through Friday, excluding University-recognized holidays. **If an assistant is required to the work duties for the assistantship require hours of** work outside of standard University business hours, then the specific work schedule shall be communicated **by the supervisor at least seven (7) calendar days in advance of the required work, explicitly in the Offer Letter.**

G. If an assistant's progress towards their degree program requires the performance of well-defined duties that could reasonably be classified as work for the operational, instructional, or administrative needs of the University (including practicums), and those duties are substantially similar or substitute duties that would otherwise be performed under a waiver generating appointment, the department shall ensure that the assistant holds waiver-generating appointments of no less than 50% FTE before the department may require such work to be undertaken for course credits. This section does not apply to enrollment in thesis, dissertation, research credit hours, or other degree requirements that do not assign well-defined operational, instructional, or administrative needs of the university (including practicums), and primarily involve the student's own academic research and training.

H. For assistants whose assistantship duties are reasonably similar to their academic or degree program duties, **the assistant and their advisor or supervisor may mutually agree to a reasonable**

distribution of hours between their assistantship and academic or degree program duties. Upon request by either the assistant or their advisor or supervisor, the assistant and their advisor or supervisor shall come to a mutual agreement within ten (10) business days of the request. Until reaching mutual agreement, it is the assistant's sole right to define a reasonable ~~the~~ distribution of their hours between their assistantship and their academic and degree program ~~other~~ duties.

I. No grievance shall be denied because an alleged violation of this Agreement occurred while the assistant was performing academic or degree program duties which were reasonably similar to their assistantship duties. This section shall not be interpreted to allow academic disputes to be resolved through the grievance procedure unless an assistant faces academic consequences as a result of exercising their rights as an assistant under this Agreement or the Illinois Educational Labor Relations Act.

XX. Leaves and Holidays

A. Paid Leaves

Assistantships typically require services on a 9-month or semester-by-semester basis ("E" service), and some assistants will have separate summer appointments for part or all of the summer. Assistants on a 9-month or semester-by-semester basis do not earn any vacation.

Assistants who are appointed on a 12-month basis ("Y" service) are eligible for vacations of 24 work days each year at the percentage they are appointed, with a maximum accumulation of 48 work days at the percentage of their appointment. Vacation days are earned based on two days of vacation for each month of service to a maximum accumulation of 48 work days. The scheduling of vacation time is determined with the supervisor and may include time taken during semester breaks, at the discretion of the employing department.

B. Sick Leave

Assistants are eligible for ~~13 (thirteen) non~~cumulative and non-compensable work days of sick leave ~~at the percentage of their appointment for each appointment year, whether they are appointed on a 9 (nine) month or 12 (twelve) month basis.~~ Assistants shall accumulate 6.5 days of sick leave at the percentage of their appointment for each summer, spring, or fall term for which they are appointed. Sick leave earned for the entire duration of the appointment shall be credited at the start of the appointment. Graduate students appointed to one-semester assistantships earn 6.5 days of sick leave at the percentage of their appointment.

For the purpose of determining a sick leave day, a day shall be a scheduled work day that contains scheduled work commitments including but not limited to lectures, recitations, labs, office hours and staff meetings.

Assistants must promptly notify the department head or supervisor so that arrangements for coverage of duties can be made and the usage recorded. Assistants are subject to University policies (contained in the Campus Administrative Manual) concerning use of sick leave.

C. Parental Leave

Upon hire, ~~represented~~ Eligible assistants are entitled to up to six (6) weeks of paid parental leave following the birth of a child, or upon either the initial placement or the legal adoption of a child under 18 years of age. ~~Eligible assistants are those who hold an active appointment at the time the parental leave is~~

~~taken. In addition, the eligible assistant's entitlement to leave expires at the end of the appointment in which the qualifying event occurs. Assistants may utilize such leave. The leave is to be taken in a single block or, with approval of their supervisor, on an intermittent basis. If, at the end of an appointment period, an assistant is still entitled to additional leave, that entitlement shall carry over to future appointment periods and requests to use such leave in a single block shall not be denied. Leave under this Section must be taken within twelve (12) months of a qualifying event, of time that must be taken immediately following the birth or placement of a child.~~

Parental leave will be counted as part of the twelve week entitlement accorded by the Family and Medical Leave Act (FMLA) for FMLA-eligible individuals and may be used in conjunction with other paid or unpaid leaves for which the individual is eligible.

D. Jury Duty

Assistants are eligible for leave of absence without loss of pay for the duration of jury duty or for service as a witness in response to a subpoena which is related to an assistant's past or current duties, on the day or days when the assistants would have otherwise been performing assistant duties. An assistant may also retain funds paid in compensation for jury duty in keeping with University policy.

An assistant summoned as a juror or as a subpoenaed witness related to their past or current University duties shall immediately inform their supervisor of the absence. Teaching assistants who are called for jury duty shall discuss with their supervisor whether jury service will conflict with their teaching obligation and if so, whether requesting a deferral from jury duty is appropriate. An assistant who reports for jury duty and is dismissed shall resume their normal duties as soon as possible.

E. Military Leave

Military leave shall be in accordance with applicable state and federal law, and University policy.

F. Bereavement Leave

Assistants are eligible to receive five days of paid leave to grieve, travel, and attend a funeral or ceremony following the death of the assistant's:

- Parent or Guardian
- Sibling
- Spouse
- Domestic Partner
- Civil Union Partner, as defined under the Illinois Religious Freedom Protection and Civil Union Act, is available to same-sex and opposite sex partners
- Child, including a child of a domestic partner or civil union partner
- Grandparent
- Grandchild, including a grandchild of a domestic partner or civil union partner
- Individual in a biological, adopted, foster, legal ward, step or *in loco parentis* relationship
- In-law (grandparent-, parent-, sibling-, and child-in-law), including a relative of a domestic partner or civil union partner (grandparent, parent, guardian, sibling, and child)
- Member of the assistant's household

Assistants are granted one day of paid leave, and up to three paid days total with supervisory approval, for a relative other than the above who is not a member of the employee's household – sibling of parent or

guardian, child of sibling or cousin of the assistant. (Such relatives are regarded as members of the immediate family only if in residence in the assistant's household.)

Relationships existing due to marriage will terminate upon the death or divorce of the relative through whom the marriage relationship exists. Current marital status will be defined in accordance with the laws of the state of Illinois. Similarly, relationships existing due to a domestic partnership or civil union will end upon termination of that partnership or union.

Assistants seeking bereavement leave may ask their supervisor to temporarily modify their work schedule so as to allow them time to attend the funeral, for travel and bereavement leave up to five workdays. A request for such leave must be submitted to and approved by the assistant's department and shall not be unreasonably denied.

Assistants are encouraged to contact their supervisor or their unit's human resources as soon as possible following a death to discuss their bereavement leave options and to allow the department adequate time to modify work schedules, if necessary. Any concerns or issues relating to the handling of a bereavement leave request may be directed to the Labor and Employee Relations Office.

Nothing herein shall be interpreted to limit the rights of an eligible Assistant under the Illinois Family Bereavement Leave Act.

G. Coverage Responsibility

If an assistant must be absent from work, it is the University's ~~assistant's~~ responsibility to ~~follow established departmental policies and procedures. This may include a responsibility to inform the assistant's supervisor in advance of the absence, to explain to the supervisor the reason for the absence, to secure the supervisor's approval of the absence, and to follow the employing unit's policies concerning~~ arranging ~~arrange~~ for substitutes to perform the assistant's duties. The assistant shall **make a good faith effort to** inform their supervisor **in advance** of the absence as soon as practicable or 30 calendar days before the absence, whichever is later.

H. Personal Leave of Absence

An assistant may be granted an unpaid leave of absence during the term of their appointment, upon request to **and at the sole discretion of** the University ~~Employer~~ and subject to such terms and conditions as the University ~~Employer~~ may establish.

I. Holidays

Assistants shall receive ~~holidays~~ days off without loss of pay in accordance with the campus holiday schedule, ~~which may be modified from time to time. The University shall provide formal notice, as soon as possible, to the Union should changes to the campus holiday schedule be made.~~ Assistants may request religious accommodation for observances outside the campus holiday schedule to their supervisor. If their request is denied, the assistant may also seek a religious accommodation through the Office of Access and Equity at https://ovcdei-illinois-advocate.symphlicity.com/collections/accommodation_request <https://oae.illinois.edu/religious-accommodations/> https://illinois-accommodate.symphlicity.com/public_accommodation/.

J. Family Medical Leave Act of 1993

Assistants may be eligible for leave under the Family Medical Leave Act of 1993 (“FMLA”) and applicable rules and regulations. In compliance with the Family and Medical Leave Act of 1993 (“FMLA”) and applicable rules and regulations, the University may adopt policies to implement the FMLA that are in accord with what is legally permissible under the Act and the applicable rules and regulations. FMLA leave may be paid or unpaid and is governed by the requirements and procedures set forth in University, Campus and Departmental FMLA policies.

If an assistant is ineligible for FMLA leave, the assistant shall be granted an equivalent benefit to that granted by the FMLA as it existed on April 6, 2026. This shall include, but is not limited to, twelve (12) weeks of leave in a twelve (12) month period for:

1. The birth of a child, or upon either the initial placement or the legal adoption of a child under 18 years of age;
2. Caring for a spouse, child, or parent with a serious health condition; or
3. Dealing with a serious health condition that makes the assistant unable to perform the functions of their job.

Assistants may elect to utilize accrued Sick Leave during FMLA leave in accordance with Article XX(B).

K. Immigration

An assistant shall be permitted to take paid leave separate from existing leave to attend a required meeting or proceeding before a governmental agency on an immigration related matter, including for matters pertaining to the assistant, their spouse, immediate family member or dependant. If an assistant is unable to report to work as scheduled for a short period of time to attend a required meeting or a proceeding before a governmental agency due to an immigration related matter, the assistant may request that their schedule be revised or covered by another assistant in an effort to accommodate their need for time off. Such requests must first be directed to the assistant’s immediate supervisor, who shall strive to accommodate the request. If the supervisor is unable to accommodate the assistant’s request for time off, then the assistant may seek guidance from the unit’s human resources office, who shall strive to accommodate the assistant’s request. If the assistant’s need for time off or an adjusted schedule cannot be accommodated, the parties acknowledge and agree that the assistant may not necessarily be compensated for unfulfilled work responsibilities during scheduled work hours.

If an assistant is unable to report to work for an extended period of time due to an immigration related matter, such as when the assistant is not permitted to return to the United States or lacks the proper visa status to be lawfully employed within the United States, the parties acknowledge and agree that the University may not compensate the assistant for unfulfilled work responsibilities during scheduled work hours and the University may not be able to leave the position unfilled while the immigration matter is being addressed. Once the assistant who is unable to report to work for an extended period of time due to an immigration-related matter is able to return to campus and be lawfully employed, the University will make a good faith effort to place the assistant in the same or another tuition waiver-generating appointment if one is available for which the assistant is qualified. In addition, while the visa/work permit is being processed by immigration authorities, the university will make a good faith effort to make the position available.

In the event that an assistant experiences a sudden or unexpected change in their immigration status, or must take time off to address an immigration-related emergency, the University shall maintain the assistant’s enrollment status and appointment for the remainder of the current term or a period of 90 days, whichever is greater. To the greatest extent possible, the University shall work with assistants to

ensure assistants do not lose pay due to these matters. If the assistant has already registered for classes for the following term or accepted an appointment, the University shall maintain these commitments as well. The University shall make a good faith effort to arrange for the assistant to continue their academic progress and work-related duties remotely. If after this period the assistant's immigration status is not reinstated, they shall retain an unpaid leave for 180 days. If during this period their immigration status is reinstated, they shall be readmitted in good standing.

L. Leave time for Gender Affirming Processes

~~An assistant seeking a name change through a legal process shall be permitted to take paid leave separate from existing leave in order to meet with an attorney, appear in court, and/or visit court or governmental agencies in order to effectuate such name change. This shall also include name and NetID changes within the University.~~

An assistant shall be permitted to use any sick leave available to such assistant for the purpose of effectuating a legal name change, including meeting with an attorney, appearing in court, and visiting governmental agencies and for gender affirming medical procedures and treatment, including travel to and from and recovery from such procedures and treatment.

M. Leave for Neonatal Intensive Care

Assistants may utilize up to twenty (20) days leave continually or intermittently in accordance with the Family Neonatal Intensive Care Leave Act (Public Act 104-0259). Assistants may elect to utilize accrued Sick Leave during Leave for Neonatal Intensive Care in accordance with Article XX(B). In the event the Assistant exhausts all accrued Paid Leave, the University shall continue ~~pay and~~ benefits, including **tuition and fee waivers**, at no loss for the remainder of the twenty (20) statutory leave days. If after twenty (20) days the Assistant requires more leave for a continuance and/or developments for the Leave under this Section, the Assistant may request a Personal Leave of Absence in accordance with Article XX(H) and such request shall not be unreasonably denied.