

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is made and entered into on the date(s) indicated below, by and between the Board of Trustees of Southern Illinois University (“the University”), the SIUC Graduate Assistants United, IEA-NEA (“GAU”).

WITNESSETH:

WHEREAS, the University and Association are parties to a collective bargaining agreement which governs the relationships of the parties; and

WHEREAS, the University recognizes the GAU’s obligation to represent bargaining unit employees and the right of those employees to participate in union activities; and

WHEREAS, the University and the GAU have a mutual interest in providing for a safe and healthy Academic Year 2020/2021 in light of the COVID-19 pandemic;

NOW THEREFORE, the parties agree as follows;

Personal Protective Equipment (PPE):

The university will provide a reusable cloth face-mask to all employees. The University agrees to provide appropriate personal protective equipment as may be required by an approved safety plan for the unit in which a GA is employed.

Equipment required as part of an approved safety plan will be provided to GAs by each unit. Unit-level administrators should be contacted with immediate questions, with elevation to dean or immediate supervisor if unit-level administrators are not able to address the issue.

Potential Violations of Health and Safety:

In the event that a GA believes that there has been a violation of section 18.1 or 18.3 of the CBA, the parties agree to apply the contractual dispute / grievance process in an expedited fashion, with an emphasis on the informal resolution process.

Potential Mandatory Testing:

If an approved safety plan for a unit or program that employs Graduate Assistants requires mandatory COVID-19 testing for employees, such testing shall be required of Graduate Assistants appointed in the unit.

Pandemic Related Graduate Assistant Sick Leave:

Instructional GAs (Teaching Assistants and Instructors of Record) shall, for the Fall 2020 semester only, receive non-accruable sick-leave in the amount of 43 work days **per 9-month contract year**, prorated in accordance with the FTE provided in the appointment. In the event that this agreement were to be extended into Spring 2021, no more than 43 sick days will be available for an individual holding a 9 month appointment. If a GA holds a Fall-only appointment, 21.5 days, prorated by FTE, would be available over the Fall appointment. There shall be no payout for unused sick leave. Instructional GAs are also eligible for sick leave benefits under the Families First Coronavirus Response Act (FFCRA). FFCRA provides up to 80 hours of paid leave, prorated by FTE.

Research Assistants shall, for the Fall 2020 semester only, receive non-accruable sick-leave in the amount of 43 work days per 9-month contract year, prorated in accordance with the FTE provided in the appointment. In the event that this agreement were to be extended into Spring 2021, no more than 43 sick days will be available for an individual holding a 9 month appointment. If a GA holds a Fall-only appointment, 21.5 days, prorated by FTE, would be available over the Fall appointment. There shall be no payout for unused sick leave. Research Assistants (RAs) are also eligible for sick leave benefits under the Families First Coronavirus Response Act (FFCRA). FFCRA provides up to 80 hours of paid leave, prorated by FTE.

Administrative GAs shall, for the Fall 2020 semester only, receive non-accruable sick-leave in the amount of 12 sick days per 9-month contract year, prorated in accordance with the FTE provided in the appointment. In the event that this agreement were to be extended into Spring 2021, no more than 12 sick days will be available for an individual holding a 9 month appointment. If a GA holds a Fall-only appointment, 6 days, prorated by FTE, would be available over the Fall appointment. There shall be no payout for unused sick leave. Administrative GAs are also eligible for sick leave benefits under the Families First Coronavirus Response Act (FFCRA).

Graduate Assistant Time Record Keeping:

Forty (40) days past commencement of the Fall semester, and then after an additional 30 days from that first 40 days, SIU administrators and GAU executives shall review campus-wide GA timesheets. Once reviewed, SIU administration and GAU executives will determine how best to handle any time reporting concerns. SIU administrators further agree to redistribute documentation regarding the correct way to record time for Graduate Assistants.

The parties further agree:

The Jackson County Health Department (JCHD) manages all cases of testing and assignments to quarantine or isolation, The University takes its direction from JCHD and the Illinois Department of Public Health. JCHD provides directives/instructions, contract tracing and what, if anything, campus facilities (i.e. Dining Services, The Rec Center, etc.) would need to do in the event of positive COVID cases. JCHD then releases people to return to work.

IN WITNESS WHEREOF, the parties hereby agree to the above terms and conditions upon the execution of this Settlement Agreement on the 31st day of August, 2020.

SOUTHERN ILLINOIS UNIVERSITY:

UNION:

By:  8/31/2020
David L. DiLalla
On behalf of Austin Lane
Chancellor

By:  8/31/2020
Anna Wilcoxon
SIUC Graduate Assistants United
IEA/NEA