

The Case for UPE



Union of Professional Employees
University of Illinois at Urbana-Champaign

PREFACE

The Union of Professional Employees is a voluntary association open to the academic staff of the University of Illinois at Urbana-Champaign. Its purpose is to promote and defend the rights and economic interests of those it represents at the University. The Union was inaugurated in 1969 by faculty members committed to the belief that our goals as professionals could be best realized through vigorous organization and wisely pursued collective bargaining. In 1971, the members of the Union chose to affiliate with the American Federation of Teachers.

Our Union is autonomous as a local. Though we follow AFT-prescribed procedural guidelines of due process, as in the selection of delegates to state and national meetings, our affiliation in no way constrains our freedom to follow a course of action responsive to the special needs of this campus. Nor are we obliged to support national and state programs of the AFT and its parent organization (the AFL-CIO) with which we might disagree.

More positively, we recognize distinct advantages in our affiliation with the AFT. In general, our views are consonant with the aims of organized labor. We believe that the AFT's policies toward meeting the crises of higher education offer a sound approach. We fundamentally subscribe to the AFT's views on the primacy of tenure and pension rights, professional benefits, and affirmative action. At the local

level, our membership and active participation in such bodies as the Twin Cities Federation of Labor provides an opportunity to create ties of trust and respect with the nonacademic public. Still more, our affiliation at every level with organized labor gives us access to desired and valuable resources.

Resources that can be exploited by individual members include travel plans and insurance programs. More significant are the collective benefits which include legal expertise, negotiating assistance, research and information services, and lobbying at the state and national level. The \$5 monthly dues paid by each member of the local, portions of which go to affiliated city, state, and national organizations, represent a good investment.

This booklet was prepared so that our colleagues at the University of Illinois may have the necessary information to decide whether they wish to have the Union speak and work for them. We hope that the discussions will dispel prevailing myths and misconceptions about unionization in higher education. By identifying the kinds of provisions likely to be included in a collectively bargained contract, the objectives of the Union should become clear to all. If after a considered reading of this booklet you agree with us, we hope that you will join our local without delay. Only a large, active membership can permit the Union to demonstrate fully what it can achieve.

Concerns about Unionization:

Some Questions and Answers

During the past few years the academic staff at the University of Illinois has seen its ranks diminished, the size of classes and workloads increased, and its purchasing power seriously eroded. During this same period the library has cut back its purchases, laboratories have had difficulty replacing worn-out equipment, and essential support services have been reduced. While this University may have suffered more than others, these events are not unique to this campus or to universities in this state. Rather, they represent a nation-wide threat to higher education generally. It is this threat which has led an increasing number of academic staff members throughout the country to think seriously about the prospect of unionization.

Yet the idea of unionization does not come easily to academicians. The spectre of a union brings with it apprehension that many of the things which faculties and professionals cherish will be swept away by an alien mentality. This document is designed to respond to those concerns, and to suggest ways in which unions can address the threat to higher education.

Listed in boldface are some of the most common academic fears and misconceptions regarding unionization; these are followed by explanatory comments prepared by the Union of Professional Employees to allay such apprehensions.

Concern #1: A faculty union will be controlled by a coterie of individuals who do not have appropriate academic values and standards, or, alternatively, by those who would "sell out" the faculty to the "decision-making" administrators.

Response: The union is nothing more than a representative of the faculty and professional staff itself. A democratic union will reflect, faithfully, the values and attitudes of the academicians who comprise the university community. Should the union be "taken over" by an undesirable leadership, one not reflecting the sentiments of a majority of the faculty and the professional staff, the faculty would simply withdraw membership and the union would fail or be seriously weakened in its position as a representative of the faculty and staff. Our belief in union is an affirmation of our faith in the discernment and judgment of the current faculty of the University of Illinois. Faculty rights must be vigorously defended now so that future faculties may possess the values and attitudes necessary to sustain a union consistent with traditional notions of academic excellence and achievement.

Concern #2: The effect of a union will be the leveling of salaries within a given department and the encouragement of mediocrity. Unions destroy incentives, do not reward merit, and thereby initiate a decline in quality.

Response: Behind this fear is the assumption that the greater the variation around the mean salary, the greater the likelihood that quality will be maintained. We will look at this assumption in a moment, but first there is the need to place the question of merit pay in the perspective of the yearly increases in the cost of living.

Given an estimated 6.0% increase in the cost-of-living index this year, faculty and staff members whose work merited twice the average increase in pay would still find that they lost, in the net, 1% of their purchasing power for this year alone. If, over the last five years, these employees had averaged a 10% increase above the average, they would find that they had fallen behind the cost of living by only 4%, as compared to 14% for the faculty as a whole. Some faculty members may be able to absorb these losses on a day-to-day basis, but for many it means that any added expenses, such as sending their own children to college, are becoming increasingly difficult to meet. There is little evidence to indicate that the decline in morale which results from this loss has any less detrimental effect on quality than does the salary equalization which some believe that unions represent.

Also, it is important to recognize that merit is only one factor that affects the size of an individual's salary. The time at which a person entered the job market, a person's sex or race, the number of job offers received (which may or may not be associated with merit), and the compatibility of the person's work with that of others in the department are also factors influencing the variations in salaries.

The question remains, however, whether there is a positive relationship between the size of the variation of salaries around the mean, and the quality of the institution. The evidence for this belief is, at the very least, questionable. Elite British universities such as Oxford, Cambridge, and London operate on a rank-step system of salary increases, with merit being considered only as a factor in promotion. Moreover, in a number of the top departments at elite private schools in this country, such as Harvard, Yale, and Princeton, one tends to find a much smaller range of variation within a given rank than one would find at state universities. We believe that these examples are significant, and that they tend to cast doubt upon any causal statement about the range of salaries and the quality of an institution. Nevertheless, it is important to leave open the possibility that Illinois is sufficiently different from these institutions that the relationship here could be significant; thus it is important to turn to the question of whether and in what way unions represent a leveling influence.

The fact that unions are associated with an equalizing of salaries results from certain condi-

tions which may have been peculiar to the fact that many unions arose in industries where salaries were determined (prior to unionization) on an across-the-board basis. Here the role of the union was simply to increase salaries which were in fact already level. Nevertheless, there are examples today of unions which do not seek across-the-board raises, but which recognize differences in merit. Those which represent professional athletes are the most widely known. In these cases the unions seek only to establish a floor, while each individual is free to negotiate his or her salary at or above the set minimum. There is nothing prohibiting a faculty union from building a merit increase into its contract, and a number of existing contracts have been written in that way.

Concern #3: Unions will have the tendency to equalize rates of faculty compensation among departments. Thus, traditionally low-paying departments will rise relative to the traditionally high-paying departments, while high-paying departments will regress toward the union-determined mean rate of pay for a given rank.

Response: From the labor economics theory of noncompeting groups, we know that various types of employees (at UIUC, philosophy professors and agronomists, for example) are not subject to similar employment and wage-determining forces. Hence, different salary levels and structures can emerge even though these noncompeting groups are represented in a common bargaining process. For example, the behavior of skilled and craft unions show that electricians, carpenters, plumbers, etc., do not receive the same money wages, even after many years of unionization. Why is this so? Noncompeting groups have no inherent tendency to receive the same rates of pay; further, common union affiliation does not affect the inter-craft (inter-department) structure of wages.

It is also important to stress that the quality of a university depends on keeping the morale of departments high, even though members of some may be less marketable than those of other departments. Thus, while a contract may take marketability into account as one factor, it is important to keep other factors in mind. Departments such as English, History, Philosophy, and others are essential to the functioning and quality of a university. The members of these departments need reasonable protection against the low state of the market. A negotiated union contract would be sensitive to these factors.

Concern #4: Since the higher education budget is not growing in real purchasing power, higher wages engendered by faculty union bargaining will result in fewer faculty employment opportunities now and in the future. We may be enriching ourselves by cannibalizing future posts that might be filled by our

graduate students. Alternatively, high money wages cause employers to "economize" on the high cost input—professors—and thus set in motion adverse employment effects: loss of jobs.

Response: There are many good responses to this fear. For now only a few are necessary:

- 1) Collective bargaining can increase the salary portion of the higher education budget. In part, the employment effects of higher wages resulting from collective action can be offset by the availability of more salary funds. Unions have an "income effect": they can increase, absolutely and relatively, the amount of "income" (budget dollars) available to hire faculty and professional staff.
- 2) Unilaterally, the administration of this University has both increased class size in several colleges (without increasing academic staff) and sanctioned and abetted the substitution of videotape and audio-visual equipment for professors' instructional services. These actions constitute an unopposed substitution of educational capital for professors' labor in such a way as to "economize" on the current and future employment opportunities of faculty. Unions can help stabilize and strengthen traditional faculty prerogatives and rights pertaining to determination of classroom matters by bargaining on these issues (work rules).
- 3) Unless faculty rights are preserved in such a way as to maintain the dignity and teaching authority of the faculty, future academic posts may not be worth creating or passing on to our students. Do we want our best graduate students to face future employers who demand twelve- and fifteen-hour teaching loads in large lecture classes? This misuse would reduce their research capabilities and diminish opportunities for further creative work.
- 4) The inter-generational welfare question posed does not reflect the range of alternatives open to future generations. There is no way of absolutely determining the number of future professors whose jobs must be secured. Many jobs for current graduate students and prospective graduate students will continue to be available in academia. Additionally, many nonacademic employment opportunities for people with academic training will remain available as long as the American economy itself remains viable.

Concern #5: Unionization means that the bargaining agents will be willing to sacrifice support services for increases in salaries.

Response: The greatest danger to support services comes from the present situation. As the purchasing power of the faculty and staff continues to decline, the faculty and the administration will be faced with the choice of either decreasing services or slowing the rate at which the purchasing power

of the faculty will erode. If the purchasing power of the faculty continues to erode as it has in the last few years, it is unlikely that library purchases, secretarial services, and laboratory facilities will continue to enjoy a high priority. To the extent that a union is able to lobby effectively and to maintain a reasonable level of funding for the university as a whole, it should be able to lessen the tendency to increase wages at the expense of support services. Moreover, unions can, through participation in the budgetary procedure, provide additional protection for these services. It is possible to negotiate research funds into the contract. Funds distributed on a competitive basis can be generated by state funds, rather than by indirect cost.

Concern #6: Unions are likely to oppose tenure regulations in favor of some other method of job protection.

Response: In addressing the question of tenure, it is important to recognize that concerns are expressed on both sides of this issue. Some believe that the institution of tenure tends to restrict the opportunities for qualified younger faculty members to remain in the academic community. Others believe that tenure provides a way to reduce unnecessary friction, to maintain reasonable civility, and to protect members whose views may be unpopular. On balance, we believe that the tenure system is of benefit to the university, providing, among other things, a vehicle for faculty autonomy. Furthermore, while we know of no national union which opposes tenure for university faculty, the maintenance of the tenure system will depend on the vigilance and strength of the local organization. Attacks on tenure are increasing because universities have been forced to adopt accounting procedures that are rooted in industrial management. Without a strong faculty organization, we can expect that the intensity of these attacks will continue to increase, and that the institutional qualities that are unique to universities will be ignored.

While unions have strongly supported the tenure system, there are a number of steps which can be taken to protect nontenured faculty and academic professional staff members. Unions can help to establish and monitor the procedures for contract renewal and tenure. They can be a force against the establishment of tenure quotas, and they can bargain for contracts which provide the working conditions necessary for younger faculty members to establish themselves in their field.

Concern #7: The union will usurp the authority of other faculty and academic professional bodies, such as the University Senate.

Response: A union's basic concern is to negotiate a contract which establishes the rights and responsibilities of faculty and academic professional employees. A

good union will therefore be sensitive to the needs of already established academic bodies, and will make provisions to strengthen those bodies. For example, while a union may well bargain for greater faculty participation in the formation of a budget, it need not see itself as the vehicle through which such participation should occur. Thus (as is the case with at least one university) the union may bargain for a greater role in the decision-making process for the long-established organizations, such as the Senate or the academic unit.

Concern #8: Unions are industrial organizations, and they will lead to industrial attitudes and regulations.

Response: Unions are not monolithic enterprises. Their character is molded around the nature of the task at hand and the people who perform it. The various craft unions with their different rules and styles of operation are a case in point. The printers' union is not the same as that of the carpenters, and the carpenters' union is not the same as that of bricklayers. The Illinois Federation of Teachers has made it clear that locals are expected to develop rules and procedures concerning employment and remuneration which fit their special circumstances. Autonomy is the best policy from their standpoint as well as ours, and it is the only policy the Union of Professional Employees is willing to accept.

Concern #9: Unionization will tend to erase the differences between the University of Illinois and other universities in the state, and among units within the University. It will thereby destroy the flexibility of this unique institution and its components.

Response: Equalization of state institutions in Illinois has taken place already to a certain extent, but only as a result of attitudes expressed in the legislature, by the governor, and by the Board of Higher Education. It has been promulgated precisely by those forces which the union wants to combat. By contrast, the Union of Professional Employees sees as one of its most essential tasks keeping intact the freedom of individuals to engage in research and to teach, counsel, and consult. Faculty and staff must also be participants in the formulation of budgets in order to maintain the status of the University of Illinois as the kind of high-quality institution it has been in its best days.

A Professional Union will make the protection of the University of Illinois' eminence as the state's premier institution one of its highest priorities. This means that it will stand behind the principle that the faculty and academic professional employees, by their participation, must decide how the university is to operate, for this is the traditional road to academic excellence. Individual units—colleges, departments, and ultimately academic staff and faculty members themselves—must have as much freedom of action as possible. The Union will fight against attempts to have Il-

Illinois treated like lesser institutions, because this university has a unique mission. And because they are, on the whole, more highly qualified than average faculty members at other state institutions, University of Illinois faculty should be better paid; more committed to research (and, indeed, required to produce it), they must be given adequate resources of time, money, equipment, etc., to fulfill their mission.

A corollary fear is that "equalization" and the use of the lowest common denominator has been the experience of other unionized institutions. We do not yet have conclusive data, but, where this is suggested, it appears to have taken place only at those institutions at which the majority of faculty members are not research oriented and see their mission as basically different from ours. A recent study by the American Philosophical Association indicates that collective bargaining unions at comparable universities have in no way compromised the high professional standards of their faculties. The unions have supported rather than discouraged research, encouraged flexibility of teaching loads, and protected the rights of departments to govern themselves.

Equalization and the concomitant lowering of scholarly standards appear not to have been the experience of institutions similar to ours, and we propose that collective bargaining is likely to improve the position of the Urbana campus as a unique institution, and to protect the freedom of departments to maintain high standards of scholarship, artistic activity, research, and teaching.

The Union Contract

If the fears involved in unionization by university faculties are unrealistic, and the risks not inherent, the advantages in collective bargaining have nevertheless to be described. It is reasonable to ask what provisions will be included in a contract, and why an agreement reached through collective bargaining at the University of Illinois promises to be greatly preferable to the present system. The discussion that follows considers a number of areas typically subject to negotiation by agents of a faculty and academic professional staff. It additionally reveals many of the values that underlie our Union's policies. Of course, what goes into an agreement is ordinarily only what the parties to the contract demand be included, and it is impossible to identify in advance all the items to be negotiated. Yet any contract written at the University can be expected to include most of the provisions identified below and to encompass both economic and noneconomic concerns. While the gaining of adequate and equitable financial compensation for the University's academic employees is a primary goal, the Union is no less committed to the belief that a wide range of noneconomic rights and benefits are critical to the maintenance of high professional and academic standards.

Salaries

Salaries are naturally a central concern in any contract. Negotiations must be aimed at assuring income levels befitting a professional educator in our society. Salaries at the University of Illinois must also be comparable to those at other institutions of similar stature. A contract will likely provide appropriate salary floors for individuals at different ranks. Experience should be rewarded, but salary increments should first and minimally reflect increases in the cost of living. Above this, compensation rewarding special ability and meritorious scholarship, teaching performance, and service must be recognized in a contract. While general salary increases may be negotiated on a campus-wide basis, merit increases should be determined by individual departments and colleges whose members participate in establishing criteria to be applied.

In periods of a healthy national economy and growth of higher education, generous salary increases are often assured by forces of the academic marketplace. The favorable conditions which existed in the 1960s are, however, not likely to reappear again soon. As a result, any delay or failure to organize and bargain collectively leaves faculties and academic staff at state universities at the mercy of often poorly informed and at times capricious governors and state legislators. Faculty and academic professional salary gains frequently amount to what little remains once other state employees, benefiting from collective bargaining agreements, have made their claims on the state's resources. It is abundantly clear that in virtually every college and university (in and out of the state) where unions have won collective bargaining rights, substantial salary increases have followed. To be sure, when negotiating a contract academic unions must be on guard that gains are not made at the expense of another segment of the University community, and that they do not result in the attrition of essential professional services and benefits. In sum, a contract must reflect a salary policy that simultaneously provides for satisfactory compensation for all, and incentives for exemplary performance by some. Whenever possible, a policy must also be predicated on an expansion rather than a redistribution of resources available to the University.

Pensions

Collective bargaining may well be the last hope of obtaining adequate state funding of our pension system. In view of the continued unwillingness of the state to meet its fiscal obligations to the system, and the refusal of state courts to enforce legislated commitments, a contract negotiated with the Board of Trustees, and through it the state, should specify minimum state contributions to the system. The failure to meet this collectively bargained contrac-

tual obligation would violate our agreement and constitute a breach of contract.

Our pension system is in serious jeopardy. The state's unwillingness to appropriate its contribution at an adequate level has already severely taxed the system. To meet current obligations, managers of the system have had to draw on the system's reserves; they anticipate having to dip into our earned interest and even our principal in the near future. As the demands of the system increase, the amounts that a future legislature would need to allocate to cover the state's full obligations to the system grow truly astronomical. The dangers of a bankrupt system should be of particular concern to the younger members of the faculty. Only by incorporating the pension issue into our collective bargaining agreement can we possibly salvage the system and our earned equity.

Professional Benefits and Supports

A contract will seek to secure a wide range of professional benefits and supports, integral to good scholarship and teaching. These include sabbaticals and professional leaves of absence, research and clerical assistance, convention travel and visiting staff and speakers, library resources, adequate office space, and laboratory equipment and instructional resources. For many of us these provisions represent what is most attractive and unique about an academic career. Without them, the University cannot hope to attract and retain an active research faculty; it cannot help compromising teaching excellence; and it cannot fully utilize the services of academic support personnel. Despite this, in times of financial difficulty administrators tend to view many of our professional benefits and supports as peripheral to the educational process, conceiving of them instead as gratuities to the faculty. That these benefits and supports can no longer be taken for granted is demonstrated by their recent erosion. A contract collectively bargained can force administrations to treat professional benefits as rights that can never be modified or withdrawn without prior faculty and academic-professional consultation and approval.

Tenure and Promotion

A collectively bargained agreement will have the protection of tenure rights as a principal objective. A contract offers the strongest means to prevent subversion of the tenure system. The Union will resist the introduction of renewable and non-tenure-track employment of the faculty and seek improved job security for the academic professional. It will also reject the use of tenure and rank quotas. At a minimum, a contract must serve to rationalize and make explicit procedures in tenure and promotion decisions. Through collective bargaining we will be able to specify criteria and remove ambiguities that are especially likely to emerge in a

time of university retrenchment. Through a contract we can give many of our traditional understandings and practices, including, for example, probation and appellate rights, the force of law.

A contract will not compromise the high standards for tenure and promotion at the University. It should never be used to protect the incompetent, lest the whole system be undermined. Promotion and tenure must be based on recognition of excellence in both scholarship and teaching. A contract will allow for accelerated promotion where individual performance merits. A union contract will also insist that tenure and promotion decisions be left essentially to the judgment of department faculties. A contract is intended, then, to insure due process and to provide that only legitimate criteria and standards are used in awarding promotion and tenure. The tenure system must remain inviolate, as it offers the most proven way to assure economic security and academic freedom to an experienced and qualified faculty. A similar position must be taken for the academic professional staff.

Grievances

In order to enforce provisions of a contract and to provide machinery to handle individual employee complaints, well-articulated grievance procedures are essential. These provisions are necessary to prevent arbitrary and unauthorized actions by university authorities and administrative officers. Grievance procedures should be designed to provide fair and orderly means to adjudicate differences. In the case of procedures initiated to dismiss personnel, whether tenured or probationary members of the faculty or staff, specific charges are required, as well as ample notice and hearings. Provisions must also be made for appeal to competent, elected academic bodies. A contract should assure that access to faculty and professional staff files is reserved to authorized individuals with a need to know. Faculty and staff members must also have access to their files, limited only by specific agreements of confidentiality between referees and the persons being evaluated. In general, the guiding principles in grievance proceedings should be openness and adherence to due process.

Affirmative Action

The Union is committed to a policy of nondiscrimination and to affirmative action policies and procedures. A contract can give support and meaning to federal guidelines and regulations. Where these provisions are inadequate, a contract can go further in assuring fair treatment of minority groups and women. It can also incorporate provisions of special interest, such as liberal leave policies and child day-care centers. While equal opportunity is the goal, the Union contract can recognize the need for temporary compensatory practices to offset long-standing discrimination against

a group. However, at no time should an affirmative action policy be used to circumvent the tenure system. Ultimately, affirmative action is critical to the University because it is one good instrument to insure a diversified and qualified faculty and academic professional staff.

Student Participation

Opportunity for constructive student participation in matters affecting personnel and university governance can be dealt with in a contract. It is customary for collective bargaining to consider such issues as class size, counseling and advising, the university calendar, grading policy, and teaching evaluation—all matters of interest to the student body. The Union believes that student representatives should be consulted during negotiations between the academic staff and the University authorities. Their understanding and agreement may be necessary for full and successful implementation of many provisions of the contract. A contract can further serve to inform students to explain faculty objectives to them. Every effort must be made to minimize differences between what may be perceived as conflicting faculty, staff, and student interests. And the Union must resist attempts by high administrators and others to drive a wedge between the faculty, staff, and students by raising false issues.

University and Departmental Governance

A contract will insist on a faculty and academic professional staff voice in all aspects of University policy. It will also seek to protect departmental autonomy on matters of professional judgment. Collective bargaining will bring provisions on curriculum, scheduling, and the utilization of resources and facilities. Democratic procedures will be included for the selection of chairpersons and heads, and safeguards will be introduced against arbitrary decisions by department officers. The faculty will also be accorded a role in the selection of deans and directors of schools. In general, the Union will encourage comparable governance throughout the University where such provisions promise to further the equitable treatment of personnel and do not sacrifice flexibility and innovation in departmental structures and procedures. A contract should not seek uniformity for its own sake. Furthermore, unionization should in no way diminish individuals' allegiance to a discipline or profession.

Conclusion

The foregoing topics are not inclusive. Moreover, where an agreement is silent on traditionally exercised privileges of the faculty, their absence from a contract does not constitute a waiver of a right or expectation. Because a poorly written contract may be worse than none at all, it is imperative

that collective bargaining be placed in the hands of a skilled and dedicated union leadership. The bargaining team must be strong and united—qualities that require them to have the confidence of those they represent. Only an informed membership can hold the leadership accountable.

The composition of the bargaining unit can be critical both in the realization of collective bargaining on this campus and for the future well-being of all members of the faculty and professional staff. We believe that a unit should be defined to encompass all those in professional roles, whether in teaching, research, or support activities. The unit should include research associates, librarians, and editors, as well as permanent academic professional staff. Department chairpersons and heads should also be within the bargaining unit, but deans and directors of schools must be excluded. The unit should also exclude teaching and research assistants, temporary employees, and individuals employed less than half time. Although collective bargaining ought to be conducted in coordination with other campuses in the state, we believe that the conditions at the Urbana campus require a separate contract, negotiated independently with our Board of Trustees.

The Union is committed to the idea that a contract can faithfully represent the interests of the entire faculty and professional staff. Toward this end, every effort must be made to ensure that the terms of the contract do not advance the interests of one segment of the membership against another, or one set of disciplines against another. Although an adversary relationship with the Board of Trustees and possibly the University administration may be unavoidable, contract negotiations can be conducted in a climate of mutual understanding and respect. We recognize that collective bargaining is not a panacea for all the ills that currently beset higher education and this University; nevertheless, it has been demonstrated nationwide to be a rational and effective way to improve the economic and noneconomic conditions of employment for professionals while also upholding procedures which recognize excellence in higher education.

We believe that collective bargaining is inevitable and possibly imminent at the University of Illinois. The quality of our union will be determined by the kinds of people who affiliate and assume active roles. The ideas and proposals suggested above are naturally subject to revision and improvement by the membership. By joining us now, you can make certain that **your** values and objectives influence the Union's future policies.



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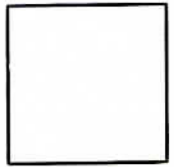
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