

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**LOYOLA UNIVERSITY OF CHICAGO**

**And**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73**

**June 11, 2018 – June 30, 2021**

**(English Language Learning Program)**

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## **I. AGREEMENT**

This Agreement is entered into as of the 11th day of June, 2018 by and between Loyola University of Chicago, an Illinois not-for-profit corporation (the “University” or “Loyola”), and the Service Employees International Union Local No. 73 (“SEIU”) and its Loyola University Chicago ELLP Unit (the “ELLP Unit”, and together with SEIU, the “Union”) for and on behalf of themselves and the employees covered by this Agreement.

## **II. PREAMBLE**

The Union and the University value and support the role of the part-time and full-time English Language Learning Program (“ELLP”) faculty members covered by this Agreement as set forth in Article III (“Unionized Faculty”) as essential contributors to a learning community of students, teachers and scholars. Our relationship is characterized by a spirit of professionalism, collegiality, and cooperation toward a common objective of providing an exceptional educational experience for the University’s students.

We believe in effective communication, mutual respect, and meaningful involvement of faculty in working towards this common objective. The Union recognizes the commitment of the University to provide the very best in educational opportunities to all students. The University recognizes the Union’s commitment to advocating for the interests of its members.

The parties are committed to promoting an awareness, understanding, and respect of diverse interests, opinions and experiences and recognize the value such diversity has to the delivery of a high quality education to every student. A culture that encourages collaboration and respect is vital to a positive work environment conducive to the success of the University’s students and those who provide for their education.

## **III. RECOGNITION & BARGAINING UNIT DESCRIPTION**

**3.1** Pursuant to the Certification of Representative, issued by the National Labor Relations Board (“NLRB”) in Case No. 13-RC-168082, the University hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages and other terms and conditions of employment for the “Unionized Faculty” as outlined in Section 3.2 below, excluding those referred to in Section 3.3 below.

**3.2** Including: All full-time and part-time English Language Learning Program/ESL faculty and team members (adjunct instructors, instructors, ESL professors, ESL teachers, and ESL tutors) employed by the University in the English Language Learning Program at its Lake Shore Campus, 1032 W. Sheridan Road, Chicago, Illinois 60660.

**3.3** Excluding: All tenured faculty and tenure-track faculty; all faculty only teaching in program or facilities other than those described above; all administrators, all other employees employed by the University including those who teach a class or course and are separately

compensated for such teaching, and managers, confidential employees, office clerical employees and professional employees, guards and supervisors as defined in the Act.

#### **IV. UNION RIGHTS**

**4.1** The Loyola University Chicago ELLP Unit shall have reasonable access to meeting space at the University's Lake Shore Campus for the sole purpose of conducting Union-related meetings with Unionized Faculty, subject to University policies and procedures regarding reservation and use of space, including suspension of use or other sanctions for violations of such policies and procedures. Requests to reserve meeting space will make clear that the purpose is for a Loyola University Chicago ELLP Unit meeting.

**4.2** Each year, the Union shall provide a list of those individuals who may serve as a representative of the Union ("Union Representative") at an investigatory interview or meeting if requested by the Unionized Faculty member when that Unionized Faculty member reasonably believes the interview or meeting may result in disciplinary action against him/her. Such list will be periodically updated as needed.

**4.3** During the hiring process, the University will inform faculty being hired into a position included in the Unionized Faculty of the Union's exclusive recognition.

**4.4** The University will post this Agreement on its website along with a link to the Union's website.

**4.5** The Union shall have the right to use Unionized Faculty members' University e-mail addresses to notify Unionized Faculty about Union activities, provided any such notices comply with applicable University policies and are identified as to source.

**4.6** A Unionized Faculty member shall be entitled to have a Union Representative at an investigatory interview or meeting if requested by the Unionized Faculty member when that Unionized Faculty member reasonably believes the interview or meeting may result in disciplinary action against him/her. The University shall endeavor to schedule such meetings at a time that does not conflict with the Union Representative's Loyola teaching schedule (assuming such Union Representative is a Unionized Faculty member). The meetings for the annual review of Unionized Faculty and regularly scheduled reviews of teaching evaluations will be exempt from this provision.

#### **V. ACADEMIC FREEDOM**

Subject to the terms of this Agreement, Unionized Faculty shall enjoy the same academic freedom as do all faculty members at the University, as provided in the University's Faculty Handbook.

## **VI. LABOR MANAGEMENT COMMITTEE**

**6.1** The Union and the University agree to the creation of a joint Labor Management Committee (the “Committee”).

**6.2** The Committee shall consist of no more than two (2) Unionized Faculty designated by the Union, and two (2) representatives designated by the University. The Union and the University will designate their own representatives to the Committee.

**6.3** The Committee shall consider and make recommendations on matters of general importance to Unionized Faculty and the University based on mutual agreement.

**6.4** The Committee shall meet at least one (1) time during the academic year, at a mutually acceptable date and time. Additional meetings as needed may be held by mutual agreement. Designated representatives of the Union and the University will suggest agenda items at least two (2) weeks prior to the meeting.

**6.5** The University shall retain the final authority with respect to adopting recommendations made by the Committee.

## **VII. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION**

**7.1** The University and the Union shall comply with the provisions of all applicable laws forbidding discrimination and harassment on the basis of any characteristic protected under applicable law and/or as stated in University policies. The University prohibits discrimination and harassment on the basis of race, color, religion (except where religion is a bona fide occupational qualification for the job), national or ethnic origin, sex, age, disability, marital status, sexual orientation, gender identity, veteran’s status, or any other characteristic protected by applicable law as amended from time to time.

**7.2** Any reference to faculty members in the University’s Equal Opportunity and Non-Discrimination in Employment Policy is intended to be inclusive of Unionized Faculty members covered by this Agreement.

**7.3** Notwithstanding any other provision of this Agreement, the University shall have the right to take all actions necessary to comply with disability law, including but not limited to the authority to take actions deemed by the University to be necessary to effect reasonable accommodations. The Union and its members shall cooperate with the University’s compliance obligations.

**7.4** A Unionized Faculty member’s claim of discrimination or harassment shall not be subject to Chapter 7(D) “Faculty Grievance Procedure” or Chapter 7(E) “Faculty Appeals procedure” of the Faculty Handbook or Step 4 of the grievance procedure set forth in Section 11.5 of Article XI of this Agreement, but shall instead be subject to Steps 1 through 3 of the grievance procedure set forth in Section 11.5 of Article XI of this Agreement.

## **VIII. FACULTY CONDUCT AND DISCIPLINE**

**8.1** Chapter 7(A) “Faculty Conduct”, Chapter 7(B) “Discipline/Disciplinary Process” and Chapter 7(C)(1) “Resignation or Retirement” of the Faculty Handbook are hereby incorporated in this Agreement by reference with the same force and effect as if set forth herein. The standard for the University’s decisions regarding discipline/disciplinary action of a Unionized Faculty member shall be “just cause”, which shall mean that there is a reasonable basis for the University’s disciplinary action, supported by substantial evidence (depending on the seriousness of the alleged infraction or unacceptable conduct and/or nature of the disciplinary action), which the University reasonably believes to be true, and which is not based on arbitrary or capricious reasoning, and the disciplinary action is commensurate with the seriousness of the alleged infraction or unacceptable conduct and the surrounding circumstances (including the Unionized Faculty member’s employment record). A Unionized Faculty member may grieve such disciplinary action (as described in Chapter 7(B) of the Faculty Handbook) pursuant to the provisions of Article XI (Grievance and Arbitration) of this Agreement. Notwithstanding anything to the contrary in this Agreement, Chapter 7(D) “Faculty Grievance Procedure” and Chapter 7(E) “Faculty Appeals Procedure” of the Faculty Handbook shall not apply to Unionized Faculty.

**8.2** Discipline does not include the non-reappointment of a Unionized Faculty member, nor does it mean the failure to offer an appointment to a Unionized Faculty member.

**8.3** Performance evaluations shall not be considered disciplinary or a disciplinary action.

## **IX. SHARED GOVERNANCE**

Subject to the terms of this Agreement, the University’s shared governance system shall apply the same to Unionized Faculty as all faculty members at the University, as provided in the University’s Faculty Handbook.

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## **XI. GRIEVANCE AND ARBITRATION**

**11.1** A grievance within the meaning of this Agreement shall be (a) any complaint or dispute initiated by the University or the Union arising out of the application, interpretation, or claimed violation of a specific term or provision of this Agreement, or (b) any action or decision of a supervisor which a Unionized Faculty member believes to be unfair, unjust or in violation of established policies or procedures of Loyola as set forth in this Agreement, except that claims of discrimination or harassment (as described in Article VII of this Agreement) shall be subject to Steps 1 through 3 of the grievance procedure set forth in Section 11.5 of this Article, and shall not be subject to Step 4 of the grievance procedure set forth in Section 11.5 of this Article or to Chapter 7(D) “Faculty Grievance Procedure” or Chapter 7(E) “Faculty Appeals Procedure” of the Faculty Handbook. Additionally, if any grievance within the meaning of this Agreement is

inextricably linked to any claim of discrimination (as described in Article VII of this Agreement), or any claim of harassment (as described in Article VII of this Agreement), such grievance shall be subject to Steps 1 through 3 of the grievance procedure set forth in Section 11.5 of this Article, and shall not be subject to Step 4 of the grievance procedure set forth in Section 11.5 of this Article or to Chapter 7(D) “Faculty Grievance Procedure” or Chapter 7(E) “Faculty Appeals Procedure” of the Faculty Handbook. Nothing in this Article shall be construed as a waiver of a Unionized Faculty member’s right to pursue claims of discrimination or harassment with any administrative agency or court of competent jurisdiction.

**11.2** A Unionized Faculty member may informally discuss and resolve any problem consistent with this Agreement and applicable law with the Director of the ELLP Program (or the title from time to time of the director of the ELLP Program, who may also be referred to in this Agreement as the ELLP administrator), at any time, with or without the presence of a Union Representative.

**11.3** A grievance may be filed by the Union or a Unionized Faculty member for grievances described in Section 11.1(b), but a demand for arbitration or a grievance described in Section 11.1(a) may be filed only by the Union or the University. Except as provided in Section 11.1 above with respect to claims of discrimination or harassment, the grievance procedure set forth in this Article shall be the sole and exclusive means for the resolution of grievances under this Agreement. Chapter 7(D) “Faculty Grievance Procedure” and Chapter 7(E) “Faculty Appeals Procedure” of the Faculty Handbook shall not apply to Unionized Faculty. Notwithstanding the availability of the formal procedures of this Article, the parties agree that an informal resolution of any dispute is desirable. Except as expressly provided in this Agreement, the parties agree that such informal resolution shall occur, if possible, by direct discussion between the Union and the University.

**11.4** The parties shall make every attempt to schedule any meetings related to any grievance (including arbitration) as described in Section 11.1 so that a Unionized Faculty member shall not miss class at Loyola. In case of a missed class at Loyola, the Unionized Faculty member shall be responsible for following the procedures in place in his/her academic unit for rescheduling a Loyola class or obtaining a suitable replacement to teach the Loyola class. In such circumstances, there will be no loss of compensation from the University for that Unionized Faculty member.

**11.5** After making efforts to resolve the grievance informally, the following steps shall be followed in the processing of grievances described in Section 11.1(b):

**Step 1:** An aggrieved Unionized Faculty member or the Union shall file a grievance with the Director of the ELLP Program within thirty (30) calendar days of its discovery, or such grievance shall be deemed waived. The grievance must be specified in writing and must include the nature of the grievance, the provision(s) of this Agreement at issue, and the relief requested, and be signed by the Unionized Faculty member and Union steward or Union Representative. This, along with any additional paperwork, will proceed through all steps of the grievance process. The University may file a grievance with the Union in accordance with Section 11.7 of this Agreement. If the

grievance is not resolved satisfactorily within thirty (30) calendar days thereafter, the grievance may proceed to Step 2.

**Step 2:** If the grievance is not resolved at Step 1, the Union may file the Step 2 grievance with the Vice Provost, Academic Centers & Global Initiatives (or the title from time to time of the individual to whom the Director of the ELLP Program reports), or his/her designee within fifteen (15) calendar days of receipt of the Step 1 response, or within fifteen (15) calendar days of the deadline for the Step 1 response, if none was received. If the grievance is filed within the time limits, the Vice Provost, Academic Centers and Global Initiatives or his/her designee shall conduct a meeting for the purpose of attempting to resolve the grievance within twenty-one (21) calendar days. If the grievance is not resolved at the meeting, the Vice Provost, Academic Centers & Global Initiatives or his/her designee shall respond to the Union in writing within thirty (30) calendar days of the meeting. If the Vice Provost, Academic Centers & Global Initiatives or his/her designee fails to respond within thirty (30) calendar days of the meeting, the grievance may proceed to Step 3.

**Step 3:** A grievance not resolved at Step 2 may be appealed in writing by the Union to the University's Provost (or the title from time to time of the Chief Academic Officer of the University, who shall be referred to in this Agreement as the "Senior Academic Officer"), or his/her designee within fifteen (15) calendar days of the conclusion of Step 2. A meeting for the purpose of attempting to resolve the grievance shall be held at this Step within twenty-one (21) calendar days of the receipt of the Step 3 grievance. If the grievance is not resolved at this meeting, the Provost or his/her designee shall respond to the Union in writing within thirty (30) calendar days of the meeting. A grievance against the Vice Provost, Academic Centers & Global Initiatives, may be initiated at Step 3.

**Step 4:** Except as provided in Section 11.1, if the grievance is not resolved at Step 3, the Union or the University only may submit the grievance to arbitration by giving written request to the other party and the Federal Mediation and Conciliation Service ("FMCS") within thirty (30) calendar days after the University has responded to the Step 3 grievance or, if no response was given, the date on which that response was due. Failure to request arbitration within the aforesaid thirty (30) calendar day period shall constitute a waiver of the grievance. Notwithstanding anything to the contrary in this Agreement, claims of discrimination or harassment (as described in Article VII of this Agreement) shall not be subject to Step 4 of the grievance procedure set forth in Section 11.5 of this Article or to Chapter 7(D) "Faculty Grievance Procedure" or Chapter 7(E) "Faculty Appeals Procedure" of the Faculty Handbook. Additionally, if any grievance within the meaning of this Agreement is inextricably linked to any claim of discrimination (as described in Article VII of this Agreement), or any claim of harassment (as described in Article VII of this Agreement), such grievance shall not be subject to Step 4 of the grievance procedure set forth in Section 11.5 of this Article or to Chapter 7(D) "Faculty Grievance Procedure" or Chapter 7(E) "Faculty Appeals Procedure" of the Faculty Handbook.



**(A) Arbitrator Selection:** Arbitration shall be conducted in accordance with the rules governing the FMCS. The parties shall request that the FMCS furnish each party with an identical panel of seven (7) arbitrators who are members of the FMCS. The parties shall meet promptly to mutually agree upon an arbitrator.

In the event that the parties cannot mutually agree upon an arbitrator, the parties shall each strike three (3) arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party requesting arbitration shall strike first. The arbitration shall be held in Chicago, Illinois unless the University and the Union agree in writing to hold it elsewhere.

**(B) Arbitrability:** If either the University or Union raises an issue of procedural arbitrability at any time, the arbitrator shall hear and decide the issue of procedural arbitrability before hearing any evidence or statement regarding the merits of the grievance. The arbitrator shall not be automatically disqualified from hearing the substance of the grievance by reason of determining arbitrability.

**(C) Authority:** The arbitrator: 1) shall have jurisdiction only over grievances, as defined in this Article, and shall have no authority to rule contrary to, add to, subtract from, modify, or amend in any way any of the provisions of this Agreement; and 2) will be limited in his or her decision to the grievance issue(s) set forth in the original written grievance, unless the parties have agreed to modify it.

**(D) Procedure:** Arbitration shall take place in accord with the Labor Arbitration Rules of the FMCS unless the parties agree otherwise in writing. Unless otherwise mutually agreed by the University and the Union, there shall be no submission of multiple grievances to arbitration in one demand, nor shall separately submitted grievances be consolidated and/or merged before the same arbitrator. Accordingly, in the absence of mutual consent of the University and the Union, an arbitrator may not be presented with or rule upon more than one (1) grievance.

**(E) Authorized Representative:** Only the Union and the University or either's authorized representative may present or defend the grievance at arbitration.

**(F) Decision:** The arbitrator shall issue a written decision to the parties within thirty (30) calendar days after the close of the hearing(s) or the submission of post-hearing briefs, whichever is later. The decision of the arbitrator on any grievance submitted under this Article shall be final, conclusive, and binding on the University, the Union, and the Unionized Faculty member(s) to the extent provided by law.

**(G) Arbitration Costs:** The expenses and fees of the arbitrator and the cost (if any) of the hearing room, excluding attorney's fees for both parties, shall be paid entirely by the losing party. Each party shall be responsible for its own costs of presenting its case to the arbitrator, including its own attorney's fees.

If one party chooses to use a court reporter, the requesting party shall bear the costs associated with the court reporter. The other party may obtain a copy of the court

reporter's report by agreeing to share equally the cost of the court reporter at the time it makes the request for a copy of the report and transcript, and by paying half the costs charged to produce the report and transcript.

If the arbitration hearing is postponed or canceled because of one party, that party shall bear the cost of the postponement or cancellation. The cost of any postponement or cancellation based on mutual agreement shall be shared equally by the parties.

Each party shall be responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of its grievance.

**11.6** All time limits in this Article XI may be extended by mutual agreement of the parties expressed in writing. Written grievances may be filed or proceed to the next step in the process electronically. Unless the parties have agreed in writing to a specific extension of time, any grievance or demand for arbitration which is not filed at each step within the time limits contained herein shall be deemed waived and there shall be no further processing of the grievance or any arbitration thereon.

**11.7** A grievance initiated by the University as described in Section 11.1(a) shall be submitted in writing to the President of the Union or his/her designee within thirty (30) calendar days of its discovery. If the grievance is filed within the time limits, the President of the Union or his/her designee shall conduct a meeting for the purpose of attempting to resolve the grievance. If the grievance is not resolved at the meeting, the President of the Union or his/her designee shall respond to the University in writing within thirty (30) calendar days of the meeting. The University may also submit a grievance for arbitration in accordance with Section 11.5, Step 4, and the process and procedures applicable to arbitrations in such Step 4 (subsections A-G) and Section 11.6 shall be applicable to any such arbitrations.

## **XII. PERSONNEL FILES**

A Unionized Faculty member may have an opportunity to review his or her personnel file, upon reasonable notice in writing to the Director of the ELLP Program and Human Resources Department. To the extent not otherwise prohibited by law, a Unionized Faculty member shall be given a photocopy of any item(s) in such file(s) upon the Unionized Faculty member's request.

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## **XIV. UNION SECURITY & DUES**

### **14.1 Union Representation**

Except as otherwise provided in this Article, all Unionized Faculty members shall, within thirty (30) calendar days after the date of execution of this Agreement, or within thirty (30) calendar days following the first day of their employment in his/her capacity as a Unionized Faculty member, whichever is the later, become a dues paying member of the Union or pay an agency fee (a service charge as a contribution toward the cost of administration of this Agreement and representation by the Union) to the Union, which shall not exceed the amount of initiation fees and monthly dues uniformly required for Unionized Faculty members to acquire and retain membership in the Union. Any obligation to pay union dues or an agency fee under this Article shall terminate immediately upon the earliest of: (a) a Unionized Faculty member's termination or separation from employment with the University; or (b) a Unionized Faculty member's termination or separation from employment with the University's English Language Learning Program as a Unionized Faculty member as defined in Article III of this Agreement.

### **14.2 Good Standing and Written Request by the Union**

Except as otherwise provided in this Article, all Unionized Faculty members shall, during the term of this Agreement, remain in good standing as members of the Union by paying the required union dues or an agency fee. Upon written request of the Union, the University shall terminate the employment of any Unionized Faculty member who has failed to comply with his or her obligations under this Article, provided that the Union provides the written request set forth in this Section. For Unionized Faculty members, the Union must provide such written request to the University by November 1 for the following spring semester and April 1 for the following fall semester. Prior to any written request to the University under this Section, the Union shall offer the Unionized Faculty member an opportunity within thirty (30) calendar days to pay the required dues and/or agency fees that have not been tendered to the Union, and provide verification of such offer prior to any request to the University to terminate the employment of any Unionized Faculty member. The University's termination of a Unionized Faculty member pursuant to this Section 14.2 shall not take effect during a semester in which the Unionized Faculty member is teaching a course(s), but rather, shall take effect at the conclusion of the semester. Notwithstanding anything to the contrary in this Agreement, Sections 25.5 and 25.6 of this Agreement shall not be applicable to any Unionized Faculty members who are not in good standing with the Union at any time.

### **14.3 Written Affirmation by Unionized Faculty Member**

Sections 14.1 and 14.2 shall not apply to Unionized Faculty members who affirm through a written statement that payment of union dues or an agency fee to the Union (a) shall, in the Unionized Faculty member's reasonable belief, have an adverse impact on their professional work or employment outside of the University because of an actual conflict of interest (e.g., members of the federal or state judiciary), or (b) is contrary to their sincerely held religious beliefs. In such cases, in lieu of paying such union dues or an agency fee to the Union, Unionized Faculty members under this Article shall be required to make contributions in an

amount equal to the agency fee to either Catholic Charities of the Archdiocese of Chicago or to a need-based scholarship fund at the University.

#### **14.4 Written Authorization**

All Unionized Faculty members who elect to become a member of the Union or to pay an agency fee in accordance with this Article, may provide the University with written authorization to deduct Union membership dues or an agency fee in accordance with Section 14.5. The written authorization to deduct Union membership dues or an agency fee shall be set forth on the form attached to this Agreement as Appendix A (“Authorization Form”). The Authorization Form may be signed electronically. The Union shall make any changes to the Authorization Form, from time to time, to comply with applicable law and University payroll procedures. The Union shall be responsible for collecting the Authorization Form from the Unionized Faculty members and providing to the University any executed copies of the Authorization Form. Unless terminated in accordance with Section 14.6 of this Agreement, the Authorization Form shall continue in effect from academic year to academic year, provided that the Unionized Faculty member has taught at least one course as a Unionized Faculty member in the last twelve months.

Upon receipt by the University of a Unionized Faculty member’s Authorization Form, and provided that the Unionized Faculty member receives a paycheck in any given period, the University shall deduct such dues and agency fees from the wages owed to that Unionized Faculty member as provided below, unless the Authorization Form has been revoked in accordance with the terms set forth in the Authorization Form or the deduction would violate applicable law. Authorization Forms submitted to the University will be processed prospectively on the next payroll and not retroactively. Any Unionized Faculty member who wishes to revoke dues deduction must do so by giving written notice in accordance with applicable law to both the University and the Union during the period not less than thirty (30) days and not more than forty-five (45) days before the annual anniversary date of the Authorization Form or the date of the termination of the applicable collective bargaining agreement between the University and the Union, whichever occurs sooner. A Unionized Faculty member shall still, as a condition of employment, be required to pay a fair share of agency fees to the Union, to the extent permitted by law and this Agreement.

#### **14.5 Deductions**

The University shall deduct Union membership dues or any agency fee from the wages of each Unionized Faculty member who executes an Authorization Form to the University to make such deductions. The amount of the Union membership dues and agency fee shall be established and certified in writing by the Union’s Secretary-Treasurer, who shall provide written certification of these amounts to the University’s Provost (or the title from time to time of the Chief Academic Officer of the University). The University shall forward to the Union’s Secretary-Treasurer the funds withheld on earnings within fifteen (15) business days of the date on which the funds were withheld. At the same time as the University remits all deductions for union dues or agency fees, the University shall also provide the following information:

1. Name and employee I.D. number;
2. Rate of pay and earnings that the dues or agency fee deduction is based on;
3. Period the deduction is based on; and
4. Amount of dues and agency fees deducted.

The Union shall report to the University any missing or incorrect deductions for dues or agency fees as they become known. In the event that a payroll deduction for a Unionized Faculty member is processed in a manner inconsistent with the Unionized Faculty member's signed Authorization Form or the terms of this Agreement, the University shall correct the error as soon as practicable after being informed of the error in writing by the Unionized Faculty member or the Union. If a Unionized Faculty member's deduction for dues or agency fees exceeds the amount authorized by the Unionized Faculty member, the Union shall remit any dues or agency fees received over the authorized amount to the University within fifteen (15) business days of either the Union discovering the incorrect deduction or the Union being notified in writing of the incorrect deduction by the University or the Unionized Faculty member.

#### **14.6 Termination of Authorization and Withholding**

Any authorization to, or withholding of, Union membership dues or agency fees from the wages of a Unionized Faculty member shall immediately terminate upon the earliest of: (a) a Unionized Faculty member's termination or separation from employment with the University; (b) a Unionized Faculty member's termination or separation from employment with the University's English Language Learning Program as a Unionized Faculty member as defined in Article III of this Agreement; or (c) a Unionized Faculty member's revocation of dues deduction in accordance with the terms set forth in the Authorization Form.

#### **14.7 Wages Less Than Amount Subject to Deduction**

The University shall be under no obligation to make any deduction under this Article if a Unionized Faculty member's wages, after other deductions required by law or authorized by the Unionized Faculty member, are less than the amount subject to deduction or for any other reason prohibited by applicable law. In such an event, it shall be the responsibility of the Union to collect its dues or the agency fee for that period directly from the Unionized Faculty member.

#### **14.8 Indemnification**

The Union shall indemnify, hold harmless, and at the University's election, defend, the University, its Board of Trustees, agents, personnel and students, from any and all claims, grievances, awards, actions, suits, judgments, attachments, forms of liability or damages that arise out of or by reason of any action taken by the University pursuant to any provision of this Article, and the Union assumes full responsibility for the disposition of monies deducted under this Article, as soon as they have been remitted by the University to the Union.

**XV. BARGAINING UNIT INFORMATION**

The University shall provide the Union with a list of the Unionized Faculty who are included in the bargaining unit, as defined in Article III, within twenty (20) calendar days after the 10<sup>th</sup> of term in each Fall and Spring semester, respectively. The list shall include each Unionized Faculty member's name, home address, University email address, phone number, faculty classification and department.

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**XVIII. FACULTY CLASSIFICATIONS**

The title for Unionized Faculty members who are full-time (including Temporary Faculty as described in Chapter 4(C)(4) of the Faculty Handbook) is Full-time ELLP Instructor. The titles for Unionized Faculty members who are part-time are Part-time ELLP Instructor or Adjunct Faculty.

**XIX. FACULTY EVALUATIONS**

**19.1 Student Course Evaluations**

Student course evaluations shall be conducted in accordance with University policy for full-time and part-time Unionized Faculty members. Unionized Faculty members shall cooperate with the appropriate academic administrators to facilitate the student course evaluation process. Student course evaluations shall be made available to Unionized Faculty members following the end of each term, once all grades are submitted for the course. The ELLP administrator (as such title may change from time to time) or his/her designee shall review any student evaluations and any student feedback for each appointment term and meet with the Unionized Faculty member if there are reasons for concern. Student evaluations shall not be the sole criteria for evaluating the performance of Unionized Faculty members. Student evaluations may lead to a more comprehensive review process.

**19.2 Classroom Observation**

The University shall observe teaching performance of any Unionized Faculty member in the classroom consistent with the current policy and practice as applied to other faculty. The date and time of the classroom observation shall be decided in advance by mutual agreement between the ELLP administrator or his/her designee and the Unionized Faculty member. The designated observer shall provide the Unionized Faculty member written feedback of the observer. The designated observer who writes the summary shall meet with the Unionized Faculty member to discuss the classroom observation if requested by either the designated

observer or the Unionized Faculty member. The Unionized Faculty member is free to add their own comments about the observation feedback. Such feedback, as well as any comments by the Unionized Faculty member, shall be included in the Unionized Faculty member's personnel file.

A Unionized Faculty member may request that a second classroom observation by a different member of the faculty be conducted where, for example, the observer was biased, the faculty member was ill, or other extraordinary circumstances are present, and such request shall not be unreasonably denied by the University. If the request for a second classroom observation is approved, the second observation will follow the same process outlined above.

Nothing in this section shall prevent the University from conducting a classroom observation without notice, if the University in its discretion has a concern regarding the Unionized Faculty member's performance or as part of any investigation.

### **19.3 Formal Evaluations for Full-Time Unionized Faculty (other than Temporary Faculty)**

A. The performance of each full-time Unionized Faculty member (other than Temporary Faculty as described in Chapter 4(C)(4) of the Faculty Handbook) shall ordinarily be formally evaluated annually for the prior year's performance. The ELLP administrator or his/her designee shall complete the evaluation and make recommendations to the Executive Director of the Office for International Programs (as such title may change from time to time). The annual evaluation for such full-time Unionized Faculty includes a self-evaluation of annual performance by the full-time Unionized Faculty member and an evaluation of the Unionized Faculty member's annual performance by the ELLP administrator and the Executive Director of the Office for International Programs, and provides an opportunity to discuss faculty career development.

B. ELLP shall have a faculty evaluation form for the evaluation of full-time Unionized Faculty (other than Temporary Faculty) that reflects the full-time Unionized Faculty member's performance of their duties, as set forth in Section 26.1 of this Agreement. The full-time Unionized Faculty member is invited to complete the faculty portion of the evaluation form and submit materials required by the ELLP administrator and the Executive Director of the Office for International Programs, as applicable, or other materials which the Unionized Faculty member believes will be helpful for an adequate consideration of his/her performance. The ELLP administrator or his/her designee completes the form and schedules a conference with the full-time Unionized Faculty member to review the evaluation. Portions of this process may be done electronically, but in no case will the evaluation process be considered complete until the conference has taken place and the full-time Unionized Faculty member has signed the form (or acknowledged it electronically) indicating that he or she has seen the supervisor's comments and recommendations. The evaluation form is forwarded with appropriate supporting materials to the Executive Director of the Office for International Programs for comment. This annual evaluation form and appropriate supporting materials become part of the full-time Unionized Faculty member's official file which is located in the Provost's Office. A full-time Unionized Faculty member may, upon request, see the annual evaluation form at any stage of the evaluation.

#### **19.4 Part-Time Unionized Faculty**

Part-time Unionized Faculty members shall be evaluated after their first term of service at Loyola. This evaluation includes review of student course evaluations, classroom observation and a meeting with the ELLP administrator or his/her designee. After the first term of service, the University reserves the right to evaluate part-time Unionized Faculty members at any time.

#### **19.5 Temporary Faculty**

At the end of the term of appointment for Unionized Faculty members who are full-time Temporary Faculty (as described in Chapter 4(C)(4) of the Faculty Handbook), the ELLP administrator or his/her designee, will have an interview with that Unionized Faculty member and address his/her teaching experience, as well as provide feedback about their courses based on their syllabi, whether the Unionized Faculty member has achieved the goals specified in their course descriptions, and their student evaluations.

**19.6** Chapter 5, Section H of the University's Faculty Handbook shall not apply to Unionized Faculty.

### **XX. WORKLOAD**

#### **20.1 Course Load**

The University has the right to set the workload of all Unionized Faculty members, subject only to the specific limitations of this Article XX.

A. Full Time Regular Workload. During the course of a calendar year, full-time Unionized Faculty members shall normally be required to teach 18 ELLP units in each of the Fall and Spring academic terms and 12 ELLP units in the Summer academic term. Courses in the Fall and Spring academic terms are typically divided into two 8-week sessions, and courses in the Summer academic term are typically divided into two 6-week sessions.

B. Part-time Regular Workload. During the course of a calendar year, part-time Unionized Faculty members shall normally not be assigned to teach more than either: (i) 18 ELLP units combined over the Fall, Spring and Summer academic terms; or (ii) 9 ELLP units in each of the Fall, Spring, or Summer academic terms.

C. ELLP Tutoring Courses. For purposes of determining workload for full-time and part-time Unionized Faculty members, ELLP tutoring courses shall be counted using the following equivalency: 6 ELLP units to 8 ELLP tutoring units.

D. Non-ELLP Credits. For purposes of determining workload for full-time and part-time Unionized Faculty members, non-ELLP credits at the University shall be counted using the following equivalency: 6 ELLP units to 3 non-ELLP credit hours.



E. Customized Courses and Programs. In cases where the workload of a Unionized Faculty member includes customized ELLP courses or programs, such Unionized Faculty member's workload may be adjusted by mutual agreement between the ELLP administrator and the Unionized Faculty member, provided that such an adjustment does not exceed the amounts specified in Section 20.1(A) or 20.1(B) based on the equivalencies described in Sections 20.1(C) and 20.1(D).

## **20.2 Overload Pay**

Where applicable, overload pay for teaching a course may be provided during an academic year for full-time Unionized Faculty members on academic year and full year contracts, when a Unionized Faculty member is asked to teach an additional course and the full-time Unionized Faculty member's normal teaching and other duties are not shifted to accommodate the additional course. The assignment of an overload course must be based on mutual consent between the full-time Unionized Faculty member and the ELLP administrator and have the approval of the Executive Director of the Office for International Programs and the Senior Academic Officer.

This section does not apply to part-time Unionized Faculty.

**20.3** Chapter 5, Section G of the Faculty Handbook shall not apply to Unionized Faculty.

## **XXI. ACCESS TO SERVICES**

### **21.1 Equipment**

A. The University shall provide Unionized Faculty members with access to computers with internet access, printers and photocopiers as necessary for such Unionized Faculty members to be able to teach assigned courses during academic terms in which they are teaching at the University. Such access to computers with internet access, printers and photocopiers by such Unionized Faculty members shall be provided in accordance with, and be subject to, University policies and procedures as they may be amended by the University from time to time. Unionized Faculty members shall comply with any University policies regarding the use of such computers, internet access, printers and photocopiers.

B. Full-time Unionized Faculty members with appointments of at least one (1) year shall be provided a computer on the same basis as full-time non-unionized faculty in the College of Arts and Sciences.

C. Full-time Unionized Faculty members with appointments of less than one (1) year and part-time Unionized Faculty members shall receive access to a computer, but not necessarily be assigned a computer for their individual use, on the same basis as part-time non-unionized faculty in the College of Arts and Sciences.

## **21.2 Computer Software**

The University shall provide Unionized Faculty members with access to computer software as determined by the University as necessary for such Unionized Faculty members to be able to teach assigned courses during academic terms in which they are teaching at the University. Such access by such Unionized Faculty members shall be provided in accordance with, and be subject to, University policies and procedures as they may be amended by the University from time to time. Unionized Faculty members shall comply with any University policies and computer software documentation regarding the use of such computer software.

## **21.3 Technology Training / Technical Support**

The University shall provide Unionized Faculty members with access to technology training and technical support as necessary for such Unionized Faculty members to be able to teach assigned courses during academic terms in which they are teaching at the University, on the same basis as non-unionized faculty in the College of Arts and Sciences.

## **21.4 Office Space**

A. The University shall provide full-time Unionized Faculty members with appointments of at least one (1) year with individual office space on the same basis as full-time non-unionized faculty in the College of Arts and Sciences.

B. The University shall provide full-time Unionized Faculty members with appointments of less than one (1) year and part-time Unionized Faculty members with access to available space on a scheduled basis per departmental procedures, but not necessarily individual office space, as necessary for such Unionized Faculty members to be able to teach assigned courses during academic terms in which they are teaching at the University, including, to meet individually with students, conduct regular office hours, prepare for class, and keep materials necessary for teaching assigned courses in a secure location, on the same basis as part-time non-unionized faculty in the College of Arts and Sciences.

## **21.5 Room Reservations**

Unionized Faculty members shall be able to reserve rooms at the University in accordance with, and be subject to, the University's room reservation policies and procedures as they may be amended by the University from time to time.

## **21.6 Library and Research Resources**

The University shall provide Unionized Faculty members access to library and research resources, on the same basis as non-unionized faculty in the same department within the College of Arts and Sciences, during periods of their appointment as necessary for such Unionized Faculty members to be able to teach, and prepare to teach, assigned courses. Such access shall be subject to applicable University policies and procedures as they may be amended by the University from time to time. Unionized Faculty members shall comply with any University policies regarding the use of such standard library resources. Unionized Faculty members shall

maintain such access during semesters in which they are not teaching courses, provided there is a reasonable expectation of their reappointment within the following nine (9) months after the end of their appointment.

### **21.7 Email**

The University shall provide Unionized Faculty members an email address on a University server during academic terms in which they are teaching at the University. Use of University email addresses by such Unionized Faculty members shall be in accordance with, and be subject to, University policies and procedures as they may be amended by the University from time to time. Unionized Faculty members shall comply with any University policies regarding the use of such email addresses. Unionized Faculty members shall maintain such access during semesters in which they are not teaching courses, provided there is a reasonable expectation of their reappointment within the following nine (9) months after the end of their appointment.

### **21.8 Teacher and Pedagogical Training Programs**

Unionized Faculty members shall be eligible to attend teacher and pedagogical training programs offered by the University (and shall be notified of such programs and registration information), in the same manner as non-unionized faculty in the College of Arts and Sciences

**21.9** Unionized Faculty members whose access to services: equipment, software, technology support, office space, room reservation, library resources, email or pedagogy training exceeds any provision in this Article shall not have it reduced or eliminated solely as a result of this Article. Such access may be reduced or eliminated in the future, provided there is a change in conditions giving rise to such reduction or elimination, in accordance with University and departmental policies and procedures when allocating or re-allocating such access to services and within the provisions described in this Article.

## **XXII. BENEFITS**

### **22.1 Full-Time Unionized Faculty**

Full-time Unionized Faculty members shall be eligible for benefits on the same terms and conditions as other benefits-eligible non-unionized full-time faculty of the University in accordance with the University's eligibility criteria, policies and plans as they may be amended by the University from time to time.

### **22.2 Part-Time Unionized Faculty**

Part-time Unionized Faculty members shall be eligible for benefits on the same terms and conditions as other benefits-eligible non-unionized part-time faculty of the University in accordance with the University's eligibility criteria, policies and plans as they may be amended by the University from time to time.

## **XXIII. COMPENSATION**

### **23.1 Minimum Salary**

#### **A. Full-Time Unionized Faculty (Other Than Temporary Faculty)**

Effective at the beginning of the 2018-19 academic year, the following minimum annual salaries shall be applicable for full-time Unionized Faculty members (other than Temporary Faculty):

<b>Classification</b>	<b>Number of Academic Years Unionized Faculty Member Has Taught Full-Time at the University</b>	
	<b>0-6 years</b>	<b>More than 6 years</b>
Full-Time ELLP Instructor	\$53,500	\$57,500

The salaries set forth in this Section are minimums and do not preclude the University from compensating full-time Unionized Faculty members (other than Temporary Faculty) at a higher salary.

Effective at the beginning of the 2018-19 academic year, full-time Unionized Faculty members (other than Temporary Faculty) shall receive either the minimum annual salary set forth above based on their rank and years of service at the University, or they shall receive an increase in compensation of two percent (2%) above their current rate of pay, whichever is greater.

#### **B. Part-Time Unionized Faculty**

##### **1. Minimum Pay Rates Per Unit**

Effective at the beginning of the 2018-19 academic year, part-time Unionized Faculty members shall be compensated at the following minimum pay rates per unit for standard courses:

<b>Units</b>	<b>Minimum Pay Rates Per Unit</b>
6 Unit, 8 Week Class	\$650 per unit
6 Unit, 16 Week Class	\$1,300 per unit

Courses of fewer than 6 units operating for 8 weeks or fewer shall be compensated at the rate of \$650 per unit. Courses of fewer than 6 units operating for 8 weeks or longer shall be compensated at the rate of \$1,300 per unit.

Standard courses include ELLP tutoring courses. A standard course does not include independent study, directed reading, internships, customized programs, or other individualized or group student instruction. The pay rates set forth in this Section are minimums and do not preclude the University from compensating part-time Unionized Faculty members at a higher pay rate.

## 2. Unit Rates for Certain Courses

The unit rates paid to part-time Unionized Faculty members for certain courses and other terms, shall be determined by individual written agreement between such part-time Unionized Faculty member and the University. Effective at the beginning of the 2018-19 academic year, the standard rate per unit shall be determined in accordance with Section 23.1(B)(1). The standard rate per unit shall be increased on January 1<sup>st</sup> of each year by the same percentage as the merit raise pool increase for that calendar year. These courses include, but are not limited to, independent study, directed reading, internships, customized programs, or other individualized or group student instruction.

## 3. More Than One Faculty Member Teaching a Course

In the rare instance when there is more than one faculty member teaching a course, and at least one is a part-time Unionized Faculty Member, the part-time Unionized Faculty member's pay rate shall be apportioned according to percentage of responsibility, as agreed to in advance by the Executive Director of the Office for International Programs or his/her designee and the part-time Unionized Faculty member.

### C. Temporary Faculty

Effective at the beginning of the 2018-19 academic year, full-time Unionized Faculty members who are Temporary Faculty (as described in Chapter 4(C)(4) of the Faculty Handbook), shall be compensated at a minimum annual salary of \$50,500.

The salary set forth in this Section is a minimum and does not preclude the University from compensating full-time Unionized Faculty members who are Temporary Faculty at a higher salary.

Effective at the beginning of the 2018-19 academic year, full-time Unionized Faculty members who are Temporary Faculty shall receive either the minimum annual salary set forth above, or they shall receive an increase in compensation of three percent (3%) above their current rate of pay, whichever is greater.

## **23.2 Then-Current Salary or Pay Rate Exceeds the Minimum**

Any Unionized Faculty member whose then-current salary or pay rate exceeds the applicable minimum salary or pay rate set forth in this Article shall continue to be paid above the minimum (with any increases in such minimums as set forth in this Article) and shall not have their salary or pay rate decreased.

## **23.3 Salary Increases for Unionized Faculty Members/Increases to Minimum Annual Salary**

A. Full-Time Unionized Faculty Members (other than Temporary Faculty). Full-time Unionized Faculty members (other than Temporary Faculty) who are employed by the University for the Fall 2018 semester, and who are still employed by the University on January

1, 2019, shall be eligible to receive salary increases in accordance with the University's merit raise pool increase percentage effective on January 1, 2019. The same process shall be used for salary increases in each subsequent calendar year during the term of this Agreement. Salary increases shall be variable depending on such Unionized Faculty member's performance over the previous academic year as set forth in their performance evaluations. Additionally, on January 1 of each calendar year, the minimum annual salaries set forth in the table in Section 23.1(A) shall be increased by one-half of the merit raise pool increase percentage.

B. Part-Time Unionized Faculty Members. The minimum rates per unit for part-time Unionized Faculty members shall be increased on January 1, 2019, and on each January 1 thereafter during the term of this Agreement, by the same percentage as the merit raise pool increase for full-time Unionized Faculty (other than Temporary Faculty) for that calendar year. Part-time Unionized Faculty members who are paid at a higher pay rate than the minimum rates per unit shall also have their pay rates increased in the same manner.

C. Full-Time Unionized Faculty Members Who Are Temporary Faculty. In the event that any full-time Unionized Faculty members who are Temporary Faculty in any academic year are rehired by the University for the subsequent academic year, the annual salary for such full-time Unionized Faculty members who are Temporary Faculty in the subsequent academic year shall be increased by the same percentage as the merit raise pool increase for full-time Unionized Faculty (other than Temporary Faculty) that took effect on January 1 of the academic year preceding their rehiring (e.g., in the event a full-time Unionized Faculty member who is Temporary faculty in the 2018-19 academic year is rehired for the 2019-20 academic year, his/her annual salary for the 2019-20 academic year shall be increased by the same percentage as the merit raise pool increase that took effect on January 1, 2019).

D. Decisions made under this Section shall not be subject to grievance or arbitration under this Agreement.

#### **23.4 Withholding and Other Deductions**

The salaries and pay rates set forth in this Article are subject to deductions for tax withholding, benefits, and other amounts authorized in accordance with applicable law or by the Unionized Faculty member.

#### **23.5 Voluntary Additional Assignments**

There may be occasions where the ELLP administrator or his/her designee asks a Unionized Faculty member to undertake a voluntary assignment in addition to the teaching and other academic duties of the Unionized Faculty member as described in Article XXVI "Faculty Rights, Duties and Responsibilities." The ELLP administrator shall determine in his/her discretion the appropriate compensation for such assignment. The Unionized Faculty member shall be under no obligation to take such assignment. All assignments under this Section must receive prior approval from the Executive Director of the Office for International Programs or his/her designee before becoming effective. No payments shall be made for any voluntary additional assignments without such prior approval from the ELLP administrator and the Executive Director of the Office for International Programs.

## **XXIV. TERM OF AGREEMENT**

This Agreement shall be in full force and effect as of June 11, 2018 through and including June 30, 2021, and thereafter shall continue in effect unless notice to modify or terminate the Agreement is given by either party to the other, in writing and by certified mail, return receipt requested, at least sixty (60) days prior to the expiration of the Agreement; provided, however, that where neither party gives such sixty (60) day notice of modification or termination prior to the expiration of the Agreement, thereafter the Agreement shall automatically be renewed from year to year unless either party notifies the other party in writing at least sixty (60) days prior to the end of the renewal period.

## **XXV. APPOINTMENTS AND REAPPOINTMENTS**

### **25.1 Assignment of Courses**

Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve administrative and academic judgment and shall be made at the sole discretion of the University. The University shall determine in its sole discretion which courses shall be offered and which Unionized Faculty members shall be assigned to teach those courses for each academic term. The University retains the right to assign the teaching of any course to individuals who are not covered by this Agreement. The listing of a course and/or designation or identification of a particular Unionized Faculty member in the schedule of classes does not constitute an appointment or assignment. The University retains the right to establish, maintain, modify or discontinue the course or course offerings (including identifiers, content, description, objections and/or capacity) that a Unionized Faculty member has been assigned to teach. The University reserves the right to cancel any course for any reason at any time in its discretion.

### **25.2 Letter of Appointment**

The general terms and conditions of every faculty appointment for Unionized Faculty members shall be stipulated in writing at the time of the Unionized Faculty member's initial appointment in a letter of appointment, and/or an annual, semester or other academic term contract (referred to as the "letter of appointment" or "contract" for purposes of this Agreement and sometimes referred to as the "annual contract" in the Faculty Handbook for purposes of any applicable cross-references). The letter of appointment may stipulate such things as faculty appointment status and salary. All letters of appointment and/or assignments of Unionized Faculty members shall only be made by the Senior Academic Officer or his or her designee.

### **25.3 Procedures for Accepting and Declining a Letter of Appointment**

#### **A. Acceptance of Appointment**

A Unionized Faculty member who receives an offer and a letter of appointment must return the executed letter of appointment within ten (10) days of receiving the letter of appointment, exclusive of weekends and holidays. A shorter time period for acceptance may be required in other situations, including an initial appointment to teach a particular course, an

appointment to teach an additional section of a course, or when the University needs to fill a vacancy.

B. Declining an Appointment

Except in exigent circumstances beyond the Unionized Faculty member's reasonable control, a Unionized Faculty member shall promptly notify the University if he or she is unable to teach a course that he or she has been appointed to teach.

C. Cancellation of Course

If a Unionized Faculty member's assigned course is cancelled due to lack of enrollment, the University shall promptly notify the Unionized Faculty member of the cancellation. If a part-time Unionized Faculty member timely accepts an offer of appointment or assignment of a course, then the part-time Unionized Faculty member may be eligible to be paid a course cancellation fee pursuant to Article XXX of this Agreement.

## **25.4 Term of Appointment**

A. Full-Time Unionized Faculty (other than Temporary Faculty)

Except as otherwise provided in this Agreement, the employment of full-time Unionized Faculty members (other than Temporary Faculty as described in Chapter 4(C)(4) of the Faculty Handbook) shall terminate upon the expiration of the term stated in the full-time Faculty member's letter of appointment, unless terminated earlier for reasons set forth in the Unionized Faculty member's letter of appointment, or as otherwise permitted by this Agreement. No appointment shall create any right, interest or expectation in any further appointment beyond its specific term.

Generally, and subject to Section 25.7, the appointments of full-time Unionized Faculty members (other than Temporary Faculty) shall be one (1) year full-time appointments, which, subject to Sections 25.6 and 25.7 herein, may be renewable at the discretion of the University. Nothing in this Section shall limit the University's ability to issue appointments of longer duration as determined by the University in its discretion

B. Temporary and Part-Time Unionized Faculty

The employment of Unionized Faculty members who are hired for a specific semester, academic year or other academic term with no expectation of renewal, including part-time Unionized Faculty members and Temporary Faculty (as described in Chapter 4(C)(4) of the Faculty Handbook), shall automatically terminate upon the expiration of the term stated in such Unionized Faculty member's letter of appointment, unless terminated earlier for reasons set forth in the letter of appointment, or as otherwise permitted by this Agreement and/or the Faculty Handbook. No appointment shall create any right, interest or expectation in any further appointment beyond its specific term. Sections 25.5 and 25.6 of this Article shall not apply to any such Unionized Faculty members, including part-time Unionized Faculty and Temporary Faculty.



C. Unionized Faculty Contingent on External Funding

Notwithstanding anything to the contrary in this Agreement, the employment of Unionized Faculty members whose employment is contingent on external funding shall automatically terminate when the external funding ceases or becomes insufficient, unless terminated earlier for reasons set forth in the Unionized Faculty member's letter of appointment and/or as otherwise permitted by this Agreement and/or the Faculty Handbook. Sections 25.5 and 25.6 of this Article shall not apply to any such Unionized Faculty members who are contingent on external funding.

**25.5 Non-Reappointment/Notice of Non-Reappointment of Full-Time Unionized Faculty Members (Other than Temporary Faculty)**

A. Non-Reappointment of Full-Time Unionized Faculty Members (Other than Temporary Faculty)

Appointments for full-time Unionized Faculty members may be of various duration. For full-time Unionized Faculty members (other than Temporary Faculty), as the end point of the contract approaches, the University may decide not to renew the appointment based on Section 25.6 below. This decision not to renew is referred to herein as "non-reappointment." The ELLP administrator makes an initial recommendation to the Executive Director of the Office for International Programs as to whether a full-time Unionized Faculty member's contract should be renewed. The Executive Director of the Office for International Programs submits his or her recommendation, and the recommendation of the ELLP administrator, to the Senior Academic Officer who makes the ultimate decision as to whether the full-time Unionized Faculty member's contract will be renewed.

B. Notice of Non-Reappointment of Full-Time Unionized Faculty (Other than Temporary Faculty)

For full-time Unionized Faculty members (other than Temporary Faculty) with one (1) year contracts, or any multi-year contracts, written notice of non-renewal of the contract shall be given by the University to the full-time Unionized Faculty member by March 15<sup>th</sup> of the year of the expiration of the current contract. The notices are issued by the Senior Academic Officer.

**25.6 Reasons for Non-Reappointment of Full-Time Faculty (Other Than Temporary Faculty)**

The University may deny, reduce, cancel, or not renew an appointment or assignment of a full-time Unionized Faculty member (other than Temporary Faculty) for any of the following circumstances:

1. Elimination or downsizing of an academic unit or program and/or merging of an academic unit or program with another academic unit or program;
2. Creation or hiring of a unionized or non-unionized full-time faculty position or staff position that absorbs an existing course(s) taught by a Unionized Faculty

member, the hiring of a full-time unionized or non-unionized faculty or staff member, the reassignment of course work to a unionized or non-unionized faculty member or staff member, or any other circumstance in which a course(s) previously taught by a Unionized Faculty member will be taught by a full-time unionized or non-unionized faculty member or staff member, provided however, that this shall not apply to the replacement of a full-time Unionized Faculty member (other than Temporary Faculty) with another full-time Unionized Faculty member;

3. A reduction or elimination of the number of course(s) or section(s) offered in an academic term, a reduction in enrollment, the cancellation or modification of a course(s) or section(s), or any other curriculum or program modifications or needs (including changes in major, minor or core requirements), in each such case, as determined by the University in its discretion, and which impact the course(s) taught by the Unionized Faculty member;

4. The disciplinary record, including any misconduct, by a Unionized Faculty member;

5. The Unionized Faculty member's failure to meet any of their duties or responsibilities set forth in Article XXVI "Faculty Rights, Duties and Responsibilities", including unsatisfactory teaching performance of a Unionized Faculty member;

6. Misconduct by a Unionized Faculty member that is outside the scope of his/her employment with the University but, in the discretion of the University, would adversely affect the Unionized Faculty member's ability to teach or be a member of the University community; or

7. Lack of sufficient funding or other serious financial considerations.

Only denials, reductions, cancellations, or non-renewals of appointments based on Sections 25.6(4), 25.6(5) and 25.6(6) of this Article, shall be subject to Article XI "Grievance and Arbitration" of this Agreement. Denials, reductions, cancellations or non-renewals of appointments based on Sections 25.6(1), 25.6(2), 25.6(3) and 25.6(7) shall not be subject to arbitration, but shall instead be subject to Steps 1 through 3 of the grievance procedure set forth in Section 11.5 of Article XI of this Agreement.

## **25.7 Probationary Period for New Hires**

Commencing with the 2018-19 academic year, a full-time Unionized Faculty member's first two (2) years as a full-time Unionized Faculty member (other than as a Temporary Faculty member) shall be considered a probationary period. Commencing with the 2018-19 academic year, a part-time Unionized Faculty member's first four (4) teaching semesters as a part-time Unionized Faculty member shall be considered a probationary period. Notwithstanding any other section of this Agreement to the contrary, prior to completion of the probationary period, the University may terminate the employment of a Unionized Faculty member at any time during the term of his/her appointment without "just cause" as defined in Section 8.1 of this Agreement if, in the University's sole discretion, the Unionized Faculty member is not performing their duties in a satisfactory manner. After completion of the probationary period, the University may

terminate the employment of a Unionized Faculty member during the term of his/her appointment only for “just cause”, as defined in Section 8.1 of this Agreement. Decisions made under this Section shall not be subject to Article XI, “Grievance and Arbitration”. This Section does not apply to full-time Unionized Faculty members who are Temporary Faculty, provided however, if any such Temporary Faculty subsequently become full-time Unionized Faculty who are not Temporary Faculty, the probationary period shall apply at such time.

## **25.8 Termination of Appointment for Failure to Pay Union Dues**

Notwithstanding any other section of this Agreement to the contrary, pursuant to Section 14.2 of this Agreement, upon the written request of the Union, the University may terminate the employment of a Unionized Faculty member at the end of any semester during the term of his/her appointment without “just cause”, as defined in Section 8.1 of this Agreement, if such Unionized Faculty member has not paid their required union dues or agency fees in accordance with Article XIV of this Agreement or provided the written affirmation required under Section 14.3 of this Agreement. Decisions made under this Section shall not be subject to Article XI, “Grievance and Arbitration”.

**25.9** Chapter 7, Sections C(2) and C(3) of the University’s Faculty Handbook shall not apply to Unionized Faculty.

## **XXVI. FACULTY RIGHTS, DUTIES AND RESPONSIBILITIES**

Except as otherwise provided herein, Article XXVI of this Agreement replaces Chapter 5, Sections A-G of the Faculty Handbook for Unionized Faculty members. Except as otherwise provided herein, all references and cross-references in this Agreement and in the Faculty Handbook to Chapter 5 of the Faculty Handbook regarding the duties and responsibilities of faculty shall mean this Article XXVI.

### **26.1 Academic Duties**

It is expected that Unionized Faculty members will strive for excellence in the areas of teaching and other academic duties as described herein. While specific responsibilities are described in their letters of appointment and/or annual contracts and are determined by the ELLP administrator (as such title may change from time to time) and the Executive Director of the Office for International Programs (as such title may change from time to time), the general expectations listed below apply to all Unionized Faculty members, except as otherwise provided herein.

#### **A. Teaching**

Faculty teaching responsibilities, including specific course assignments and schedules, are established by the ELLP administrator and the Executive Director of the Office for International Programs. It is expected that such course assignments will be as consistent as possible with the Unionized Faculty members’ areas of specialization.

Unionized Faculty members have the responsibility for providing course descriptions for each of the courses they teach in time for such descriptions to be used by students in the registration process, and for providing syllabi for each of their classes no later than the first class meeting of each academic term. Unionized Faculty members are responsible for ordering the books and other teaching materials required for their courses so that they are available to students at the beginning of each academic term.

Unionized Faculty members must inform students in each of their classes of the criteria and methods they will use to calculate final course grades. Each Unionized Faculty member is also responsible for conducting his or her assigned classes at scheduled times, adhering to established examination and reading periods, evaluating students' work in a timely fashion, providing appropriate feedback, and submitting grades by the established deadlines. If a Unionized Faculty member becomes aware that a student has significant academic or behavioral problems, the Unionized Faculty member should promptly report him/her following established ELLP guidelines or other processes applicable to Unionized Faculty members.

In cases where a Unionized Faculty member is too ill to conduct class, or has an emergency which necessitates the Unionized Faculty member's absence from class, the Unionized Faculty member should follow established ELLP guidelines or other processes applicable to Unionized Faculty members so that students may be promptly informed. All Unionized Faculty members are responsible for holding regular office hours and publishing those hours for their students. A reasonable effort should be made to accommodate students whose schedules conflict with the Unionized Faculty member's normal office hours.

In cases where a Unionized Faculty member has a teaching assistant, the Unionized Faculty member has the ultimate responsibility for all work carried out by such an assistant.

When reproducing materials for class, Unionized Faculty members are responsible for securing the author or copyright owner's permission in cases where reproduction may exceed the "fair use" permitted under copyright laws.

Without limiting the generality of the foregoing, for purposes of this Agreement, duties of Unionized Faculty members related to the teaching of a course include the following types of activities:

1. Staying current in one's field(s) for purposes of teaching;
2. Preparing to deliver classroom instruction;
3. Delivering classroom instruction at days, times, and locations determined by ELLP;
4. Meeting classes on time and holding classes for the full scheduled period;
5. Developing a course syllabus, or modifying or implementing an established course syllabus, that fulfills the curricular role of the course as determined by ELLP;

6. Developing coursework and assignments, or modifying or implementing established coursework and assignments, that further the educational goals established in the course syllabus;
7. Developing tools for evaluating student progress, or modifying or implementing established tools for evaluating student progress, relative to the educational goals of the course;
8. Grading student work and providing constructive feedback to students in a timely manner;
9. Submitting student grades on the schedule established by the Registrar;
10. Responding to electronic and other communications from students and colleagues in a timely manner;
11. Maintaining and attending office hours, in accordance with ELLP guidelines, for which ELLP is responsible for making space available to the Unionized Faculty members;
12. Assisting with program-related duties, which may include but are not limited to placement-testing, orientation, curriculum/program review and social/recreational outings for ELLP students;
13. Providing guidance and support for the work of any teaching assistants or language assistants assigned to a course;
14. Following all guidelines, processes, and directives of ELLP, with respect to its specific expectations for teaching the course and grading that are communicated to the Unionized Faculty members before the beginning of the academic term in which the course is to be taught (unless such guidelines, processes, and directives violate any of the terms or conditions of this Agreement), and meeting and consulting with colleagues, including attending and participating in faculty meetings;
15. Attending training, including course-specific pedagogical meetings as may be required by ELLP, and training related to fire and safety, sexual assault and harassment, diversity, among other topics, as required by the University for all employees;
16. Participating in all course and academic program evaluation assessments conducted by ELLP or the University; and
17. Preparing student recommendation letters.

B. Service to Loyola

All full-time Unionized Faculty members are expected to serve on ELLP committees and to participate in ELLP events and service activities. Service may include any activity of direct benefit to Loyola including mentoring students as such opportunities may arise.

Part-time Unionized Faculty members are not required to perform the duties listed in this paragraph.

C. Educational Advising of Students

Academic supervisors, administrators, Unionized Faculty members, and appropriate staff all share responsibility for providing educational advising to students in ELLP.

D. Compliance with Laws and Policies

All Unionized Faculty members must follow federal, state and local laws and Loyola policies applicable to the terms and conditions of employment, as well as those stipulated in the Faculty Handbook unless otherwise provided in this Agreement.

**26.2 Other Duties and Responsibilities**

Chapter 5(C) of the Faculty Handbook is incorporated herein by reference and is applicable to all Unionized Faculty members.

**26.3 Intellectual Property and Similar Policies and Procedures**

A. Intellectual Property

All Unionized Faculty members must disclose to Loyola all discoveries, inventions or improvements, whether patentable or not, which are conceived or reduced to practice by a Unionized Faculty member with support from, or use of, Loyola funds, facilities, or other resources. Ownership of such items is addressed in the Intellectual Property and Technology Transfer Policy which may be found at <http://www.LUC.edu/ors/patentpolicy.shtml>. All Unionized Faculty members must comply with these policies as applicable.

Notes and lecture materials (written and electronic) are the intellectual property of the Unionized Faculty member and unless otherwise contracted or agreed upon, they may not be used by others without the permission of the Unionized Faculty member. Likewise, course lectures may not be filmed or otherwise recorded without permission of the Unionized Faculty member.

Loyola also encourages the creation of copyrightable creative works. Loyola's Copyright Policy addresses circumstances under which the author, Loyola, or a third party owns the copyright to such works. All Unionized Faculty members must comply with the Copyright Policy, which may be found at <http://www.LUC.edu/ors/copyrightpolicy.shtml>. All Unionized Faculty members are expected to respect the copyrighted works of others.

## B. Research Compliance

There are no research duties required of Unionized Faculty members. However, any Unionized Faculty members who participate in any research must comply with Chapter 5, Sections D(2), D(3) and D(4) of the Faculty Handbook (which are incorporated herein by reference) as well as the ethical guidelines, Loyola policies and applicable laws governing conduct in research.

### **26.4 Student Matters**

Chapter 5(E) of the Faculty Handbook is incorporated herein by reference and is applicable to all Unionized Faculty members.

### **26.5 Use of Faculty Titles and Resources of Loyola**

Chapter 5(F) of the Faculty Handbook is incorporated herein by reference and is applicable to all Unionized Faculty members.

### **26.6 Non-Loyola Activities**

Chapters 6(B)(1) and 6(B)(2) of the Faculty Handbook are incorporated herein by reference and are applicable to all full-time Unionized Faculty members, but shall not be applicable to part-time Unionized Faculty members.

## **XXVII. MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**27.1** Management of the University is vested exclusively in the University. Except as modified or restricted by this Agreement, the Union agrees that all powers, rights and authority of the University are reserved by the University through its administration and academic units, including those set forth below (collectively, "Management Rights"):

- a) to establish, plan, direct, modify, implement and control the University's mission, programs, objectives, activities, resources, and priorities;
- b) to establish enrollment standards and limits;
- c) to establish, administer, modify, discontinue and enforce policies, procedures, rules and regulations and direct, modify and control University operations;
- d) to modify, extend or discontinue all or any portion of existing equipment, facilities, and location of operations;
- e) to determine or modify the number, qualifications, scheduling, responsibilities, workload, classification and assignment of all employees, including Unionized Faculty members;

- f) to establish, maintain, modify or enforce standards of performance, conduct, order and safety;
- g) to establish, change, modify and cancel courses (or sections of courses);
- h) to assess, evaluate, modify and determine the content of evaluations, and determine the processes and criteria by which Unionized Faculty members' performance is evaluated;
- i) to establish, modify and require Unionized Faculty members to observe University policies, procedures, rules and regulations, including any such policies, procedures and regulations contained in the Faculty Handbook or required by applicable law;
- j) to discipline or discharge employees, including Unionized Faculty members;
- k) to appoint, hire or transfer employees to positions that are not covered by this Agreement;
- l) to establish or modify the academic calendars, including holidays and holiday scheduling and grade submission deadlines;
- m) to assign courses and work locations;
- n) to schedule hours of instruction, hours of operation and hours of work;
- o) to determine how and when and by whom instruction is delivered;
- p) to determine all matters relating to recruiting, hiring, appointment, reappointment and non-reappointment, training, orientation, transfer, retention, promotion, demotion and layoff of all employees, including Unionized Faculty members;
- q) to establish, reduce, alter, modify, combine or eliminate any faculty classification, division, unit, operation or service, or portion thereof;
- r) to open or close, in whole or in part, consolidate, reorganize, relocate, expand, contract or make major organizational changes to any of the University's facilities, operations or programs;
- s) to determine all matters relating to the methods, policies and criteria for student admissions, student retention, matriculation, course registration, enrollment and retention and all matters related to student performance, including but not limited to attendance, grading, assessment and performance measurement;
- t) to introduce, modify and/or eliminate methods of instruction;



- u) to develop and introduce new curricular content, design and delivery, and to establish, maintain, modify or discontinue courses, course offerings (including identifiers, content, description, objections and/or capacity), programs, colleges or schools and other academic matters;
- v) to subcontract all or any portion of any University operations;
- w) to determine the annual budget, tuition charges and major fees;
- x) to evaluate and determine the continuation of certain educational programs due to financial or other exigencies; and
- y) all rights and prerogatives granted by applicable law.

**27.2** No action taken by the University with respect to a Management Right or any academic right shall be subject to Article XI, “Grievance and Arbitration” of this Agreement or collateral suit unless the exercise thereof violates an express written provision of this Agreement.

**27.3** The enumeration of rights set forth in Section 27.1 is not exhaustive and does not exclude other Management Rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the University. No such Management Right or any other right, function, prerogative, or discretion shall be deemed waived or modified unless the waiver or modification is in writing and signed by the University and Union.

**27.4** Except as otherwise provided herein, this Agreement and any sections of the University’s Faculty Handbook (including any policies, guidelines or documents cross-referenced in such sections of the Faculty Handbook) that are either specifically incorporated by reference, or are otherwise incorporated pursuant to Article XXXII of this Agreement, represent the entire agreement between the University and the Union with respect to Unionized Faculty members, and supersede any and all prior written or oral representations or agreements with respect to this subject matter. No deletion, change or amendment of any term or provision of this Agreement shall bind the University or the Union or be effective during the term of this Agreement, unless evidenced by a written document which has been signed by the University and the Union.

## **XXVIII. HEALTH AND SAFETY**

The University and the Union are committed to providing a safe working environment for all Unionized Faculty members. To that end, the Labor Management Committee referenced in Article VI, in addition to its other duties, shall be responsible for considering and making recommendations on health and safety issues as they arise.

## **XXIX. PAY DAY**

Unionized Faculty members shall be paid on a timely basis in accordance with the University’s normal business operations.

### **XXX. COURSE CANCELLATION FEE**

If a part-time Unionized Faculty member timely accepts an assignment of a course, then the part-time Unionized Faculty member shall be paid an assignment cancellation fee of \$250 per course if both (a) the course is cancelled, or the course is reassigned to a full-time faculty member, in either case within seven (7) calendar days before the first scheduled class meeting for that course; and (b) no alternative course section is offered to that Unionized Faculty member; provided however, if the course is cancelled or reassigned after the first scheduled class meeting for that course and no alternative course section is offered to that Unionized Faculty member, the part-time Unionized Faculty member shall be paid the assignment cancellation fee plus the pro-rated amount for classes taught, which shall be calculated as a percentage of the total number of classes the part-time Unionized Faculty member would have taught if the course had not been cancelled or reassigned. There will be no assignment cancellation fee provided to full-time Unionized Faculty members.

### **XXXI. NO STRIKE / NO LOCK OUT**

**31.1** During the term of this Agreement, or any extension thereof, neither the Union (including its officers, officials, representatives, and agents) nor any Unionized Faculty members will, whether directly or indirectly, condone, cause, assist, encourage, participate in, authorize, ratify, or sanction any: strike, sympathy strike, slowdown, concerted stoppage of work, mass absenteeism; sit-down; walkout; sick out; or interruption of the University's operations including, any withholding or delaying of any grades or academic evaluations as a form of concerted activity (as defined under the National Labor Relations Act).

**31.2** The Union, upon the earlier of notification from the University or discovery by the Union of a violation of Section 31.1 by a Unionized Faculty member(s), shall immediately inform such Unionized Faculty member(s) through all reasonable means that such action is prohibited under this Agreement and that such Unionized Faculty member(s) should cease such action and return to full, normal, and timely work.

**31.3** A Unionized Faculty member who engages in any conduct which violates the provisions of Section 31.1 shall be subject to discipline up to and including discharge without recourse to Article XI (Grievance and Arbitration); provided, however, that a Unionized Faculty member who alleges that he or she did not engage in any conduct prohibited by Section 31.1 may have recourse to Article XI (Grievance and Arbitration), in which case the sole question to be decided will be whether the Unionized Faculty member engaged in any conduct prohibited by Section 31.1 of this Article.

**31.4** In the event of any violation of Section 31.1, the University may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it.

**31.5** During the term of this Agreement, or any extension thereof, the University agrees that it shall not lock out Unionized Faculty members covered by this Agreement.

**31.6** In the event of a lockout in violation of Section 31.5, the Union may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it.

### **XXXII. RELATIONSHIP TO FACULTY HANDBOOK**

To the extent a policy or procedure regarding the University's employment of Unionized Faculty is not covered by a term or provision of this Agreement, it shall be covered by the University's Faculty Handbook. All references to the University's Faculty Handbook include any published changes to the Faculty Handbook that have been communicated to the faculty.

### **XXXIII. SAVINGS CLAUSE**

It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are subject to applicable law, and are separable. If any part of this Agreement is found to be invalid because of a conflict with applicable law or to give rise to a reporting obligation to the U.S. Department of Labor, such invalidity or reporting obligation shall not affect the remaining parts of this Agreement, and the parties shall meet to negotiate a substitute provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**LOYOLA UNIVERSITY OF CHICAGO**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73**

By: \_\_\_\_\_

Its: \_\_\_\_\_

## APPENDIX A

### [SAMPLE AUTHORIZATION FORM]

#### **Service Employees International Union Local 73 Application for Membership and Payroll Deduction Authorization**

By signing below, I hereby request and accept membership in SEIU Local 73, and authorize said union to represent me and, on my behalf, to negotiate and conclude any and all agreements as to wages, hours and other conditions of my employment. I agree to abide by its Constitution and Bylaws and the SEIU Constitution and Bylaws.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
By signing below, I request and voluntarily authorize my employer to deduct from my earnings and pay over to SEIU Local 73 an amount equal to initiation fees and the regular monthly dues uniformly applicable to members of SEIU Local 73. To the extent permitted by law, this authorization shall remain in effect and be irrevocable, even if I have resigned my membership in SEIU Local 73, for a period of one (1) year from the date of execution or until the termination of the applicable contract between my employer and SEIU Local 73, whichever occurs sooner, and from year-to-year thereafter, unless not less than thirty (30) days and not more than forty-five (45) days prior to the end of any yearly period I give my employer and SEIU Local 73 signed, written notice of my revocation via U.S. mail.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Circle one: Full-time Part-time Seasonal  
Print Name \_\_\_\_\_ Last 4 SSN \_\_\_\_\_  
Last Name First Name Mid. Initial

Date of Birth \_\_\_\_\_ Cell Phone\* \_\_\_\_\_ Email \_\_\_\_\_  
\*By providing my phone number, I understand that SEIU and its locals may use automated calling technologies and/or text message me on my cellular phone on a periodic basis. SEIU will never charge for text message alerts. Message and data rates may apply to such text alerts. Text STOP to 787753 to stop receiving messages. Text HELP to 787753 for more information.

Home Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Employer \_\_\_\_\_ Work Location \_\_\_\_\_ Job Title \_\_\_\_\_

Contributions or gifts to SEIU Local 73 are not tax deductible as charitable contributions. However, they may be tax deductible as ordinary and necessary business expenses. The collective bargaining agreement with your employer may provide that you must become a member of SEIU Local 73 to the extent permitted by law. This means only the timely tender by you of the uniform initiation fees and periodic dues as may be lawfully required. While you do not have to become a full member of Local 73, membership in the Local provides you with very important rights in addition to the wages, benefits, and job security provided by the Collective Bargaining Agreement. These rights include the right to vote to accept or reject a proposed Collective Bargaining Agreement, fully participate in the development of contract proposals, vote in the election of your union officers, benefit from other programs such as credit cards, discount coupons, and other services available to union members. These rights and others are clearly set forth in the Union Constitution and Bylaws. If you choose to forgo the above rights and not be a full member of Local 73, you may file written objections to funding union expenditures that are not related to the union's role as a collective bargaining representative. Individuals desiring to file objections should notify the Local 73 Secretary-Treasurer in writing via U.S. mail and request a description of the procedures which must be followed and to obtain information as to how these fees are calculated. The fees charged to those individuals who decide to object are based on the most recent annual audit of the Union's expenditures, but historically range from 65 to 87 percent of full membership dues.