

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**LOYOLA UNIVERSITY OF CHICAGO**

**And**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73**

**July 1, 2021 – June 30, 2025**

**(College of Arts and Sciences)**

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## **I. AGREEMENT**

This Agreement is entered into as of the 1<sup>st</sup> day of July, 2021 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 Council (the “Council”, 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 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**

SEE ATTACHMENT 1

## **IV. UNION RIGHTS**

**4.1** The Loyola University Chicago Council 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 Council 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 Union and the University will each designate up to four (4) representatives to the Committee for each meeting.

**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 each semester, 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 (excluding claims or complaints under Title IX of the Education Amendments of 1972 ("Title IX") as described in Section 7.5 below) 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.

**7.5** If a Unionized Faculty member is named in a claim or complaint, or asserts their own claim or complaint, under Title IX, the matter will be processed through the procedures required by statute and administrative regulations and guidance, as implemented by the University through its policies ("Title IX Requirements"). A Unionized Faculty member who is the subject of a claim or complaint under Title IX shall be entitled to exercise their Weingarten Rights. Furthermore, a Union Representative may serve as the advisor to a Unionized Faculty member who asserts their own claim or complaint under Title IX to the extent permitted by the Title IX Requirements. Notwithstanding any other provision of this Agreement, the University shall make final determinations and take action consistent with the Title IX Requirements, which shall be final and shall not be subject to Chapter 7(D) "Faculty Grievance Procedure" or Chapter 7(E) "Faculty Appeals Procedure" of the Faculty Handbook or the grievance or arbitration procedure set forth in Article XI of this Agreement. Notwithstanding the foregoing, if Title IX is amended during the term of this Agreement, the parties will work together either through a Labor Management Committee meeting (as described in Article VI of this Agreement) or effects bargaining, to reconcile and address any issues that may arise as a result of such Title IX amendments. Any amendments to this Agreement agreed upon by the parties in accordance with

this Section 7.5 shall be formalized in accordance with Section 27.4 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.

## **X. INTENTIONALLY LEFT BLANK**

## **XI. GRIEVANCE AND ARBITRATION (SEE ATTACHMENT 2 FOR SIDE LETTER)**

**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. The grievance procedure set forth in this Article shall be the sole and exclusive means for the resolution of grievances under this Agreement, except that claims of discrimination or harassment (as

described in Article VII of this Agreement) shall only 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, and except that claims and complaints under Title IX (as described in Section 7.5 of Article VII of this Agreement) shall not be subject to Chapter 7(D) “Faculty Grievance Procedure” or Chapter 7(E) “Faculty Appeals Procedure” of the Faculty Handbook or the grievance or arbitration procedure set forth in this Article. Nothing in this Article shall be construed as a waiver of a Unionized Faculty member’s right to pursue claims of discrimination or harassment, or Title IX claims, 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 his/her departmental chairperson 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 which shall not be subject to Step 4 of the grievance procedure set forth in Section 11.5 of this Article, and claims and complaints under Title IX, 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 his/her departmental chairperson 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 Dean of the College of Arts and Sciences 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 Dean 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 Dean or his/her designee shall respond to the Union in writing within thirty (30) calendar days of the meeting. If the Dean 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 a Dean may be initiated at Step 3.

**Step 4:** 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.

**(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 University's Office of the Provost 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.

## **XIII. PROMOTION**

### **13.1 General**

Loyola is committed to wide faculty participation in the decision-making process related to initial appointments and promotions for faculty who are eligible for promotion. This commitment includes the continuing development and assessment of standards as well as procedures and means to secure that participation. Because of diversity among departments in the College of Arts and Sciences, no one method of organizing faculty participation is prescribed here. Only full-time Unionized Faculty members (other than Temporary Faculty as described in Section 4(C)(4) of the Faculty Handbook) are eligible for promotions. Part-time Unionized Faculty members and Temporary Faculty are not eligible for promotions. Full-time Unionized Faculty members (other than Temporary Faculty) may participate in the College of Arts and Sciences Rank and Tenure Committee.

## **13.2 Ranks**

There are three ranks for full-time Unionized Faculty members (other than Temporary Faculty): Lecturer, Advanced Lecturer, and Senior Lecturer. The initial appointment of all full-time Unionized Faculty members (other than Temporary Faculty) is at the rank of Lecturer.

Promotion in rank is a privilege to be earned according to the criteria stated in the lecturer or non-tenure track promotion guidelines of the department in which the Unionized Faculty member's appointment resides. It is not automatic. High standards must be met. Promotion in rank does not carry any assumption of permanent employment.

Full-time Unionized Faculty members who are at the rank of Lecturer and are eligible for promotion can apply for promotion to Advanced Lecturer after the completion of three (3) consecutive academic years of service as a Lecturer. The application for promotion is considered, and the decision regarding promotion is made, in the subsequent academic year of service (e.g., in the fourth academic year at the rank of Lecturer). If promotion is granted, it shall take effect at the beginning of the academic year after that (e.g., at the beginning of the fifth academic year of service).

Full-time Unionized Faculty members who are at the rank of Advanced Lecturer and are eligible for promotion can apply for promotion to Senior Lecturer after the completion of three (3) consecutive years of service at the rank of Advanced Lecturer. The application for promotion is considered, and the decision regarding promotion is made, in the subsequent academic year of service (e.g., in the fourth academic year at the rank of Advanced Lecturer). If promotion is granted, it shall take effect at the beginning of the academic year after that.

## **13.3 Criteria**

Criteria for the granting of promotion at Loyola for full-time Unionized Faculty members are based on excellence in teaching, professional development, and service to students and Loyola. All departments in the College of Arts and Sciences have written guidelines for use in evaluating individual applications for promotion, and Unionized Faculty members should be advised of these guidelines at the time of their appointment. While developed by each department within the College of Arts and Sciences, and tailored to that unit's judgment of appropriate criteria, these guidelines must be approved by the Dean, and the College of Arts and Sciences Rank and Tenure Committee. A proposal to change the guidelines may be initiated by members of the faculty, departmental chairpersons, or the other parties charged with approving them. Approval of the change requires the same procedures as approval of the guidelines. If changes are made to promotion guidelines, the new guidelines shall be applied to newly-hired Unionized Faculty members, except that a Unionized Faculty member hired when the previous guidelines were in effect may choose to be considered under the new guidelines.

All such promotion guidelines must conform to the policies in the Faculty Handbook. In case of conflict, the provisions of the Faculty Handbook shall supersede any such guidelines. Departmental chairpersons, academic supervisors (if applicable), or the Dean of the College of Arts and Sciences are responsible for dissemination to their faculty of current guidelines for promotion.

## **13.4 General Promotion Procedures**

Requesting promotion is the responsibility of the full-time Unionized Faculty member who is eligible for a promotion, normally at the time indicated in the Unionized Faculty member's departmental guidelines. A Unionized Faculty member who wishes to be a candidate for promotion must notify his/her departmental chairperson, in writing, by the date specified in his/her department's guidelines. The appropriate departmental and College of Arts and Sciences procedures for promotion begin with this request.

Upon receipt of timely written notification from the candidate pursuant to this Section 13.4, the departmental chairperson shall send a confirmation email to the candidate acknowledging receipt. If a departmental chairperson does not begin the promotion process after receiving such timely written notification from the candidate, the candidate shall not be negatively impacted and shall be given sufficient time (no less than thirty (30) calendar days) to submit their packet of materials as described in this Section 13.4.

In support of the process of review, the candidate shall provide the departmental chairperson with the supporting documentation set forth in the department's guidelines no later than the deadline specified in the department's guidelines.

All phases of the promotion review must be conducted according to approved departmental criteria and guidelines. The report and vote of a departmental advisory body are sent to the departmental chairperson. The departmental chairperson reviews the report of the advisory body, all documents presented by or on behalf of the Unionized Faculty member, and any other relevant information. The departmental chairperson sends these documents, along with his or her recommendation, to the College of Arts and Sciences Rank and Tenure Committee. The College of Arts and Sciences Rank and Tenure Committee makes a recommendation to the Dean of the College of Arts and Sciences. All promotion decisions of full-time Unionized Faculty members in the College of Arts and Sciences are made by the Dean of the College of Arts and Sciences, and no such decision is final until the Dean notifies the Unionized Faculty member in writing.

Generally, when the Unionized Faculty member who is eligible for promotion submits the packet of materials for review, his or her file is closed. However, such a Unionized Faculty member shall be allowed to submit evidence of subsequent relevant accomplishments after the packet of other materials is submitted for review and at any point prior to the time that the College of Arts and Sciences Rank and Tenure Committee submits its recommendation to the Dean of the College of Arts and Sciences.

A Unionized Faculty member shall be informed of the decision made at the departmental level after a recommendation is made by the departmental chairperson. A Unionized Faculty member has the right to proceed to the Dean of the College of Arts and Sciences with a request for promotion even if the request does not receive departmental support. A Unionized Faculty member may voluntarily withdraw from the promotion process at any time.

### **13.5 Reconsideration**

A Unionized Faculty member whose request for promotion is denied may request reconsideration of the negative promotion decision by the College of Arts and Sciences Rank and Tenure Committee. The Unionized Faculty member can invoke this process by submitting, in writing, a request to the Dean who in turn, shall refer the request to the College of Arts and Sciences Rank and Tenure Committee. Requests for reconsideration must be made in writing within thirty (30) days after a Unionized Faculty member receives official notice of the negative promotion decision from the Dean. In such cases, the College of Arts and Sciences Rank and Tenure Committee shall reconsider the negative promotion decision. If, after reconsideration, the College of Arts and Sciences Rank and Tenure Committee recommends promotion to the Dean of the College of Arts and Sciences, and the Dean denies the promotion, the Unionized Faculty member may grieve the decision to the Senior Academic Officer as described in Step 3 of Section 11.5 of this Agreement. However, if after reconsideration, the College of Arts and Sciences Rank and Tenure Committee does not recommend promotion to the Dean, such decision of the College of Arts and Sciences Rank and Tenure Committee shall be final. Such grievances if unresolved shall not be subject to the arbitration provisions of this Agreement.

In the event that their application for promotion is not approved, Lecturers or Advanced Lecturers may, with the consent of their departmental chairperson, reapply for promotion in the following or subsequent academic years.

**13.6** Full-time Unionized Faculty members (other than Temporary Faculty) may choose to stay at their current rank and may remain employed and renewable subject to the terms and conditions of this Agreement.

**13.7** Chapter 5, Section I of the Faculty Handbook shall not apply to Unionized Faculty.

## **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 College of Arts and Sciences 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 College of Arts and Sciences 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.

### **XVI. INTENTIONALLY LEFT BLANK**

### **XVII. PROFESSIONAL DEVELOPMENT**

#### **17.1 Professional Development Fund**

The University has created a Professional Development Fund for (a) part-time Unionized Faculty members who have completed two semesters of teaching and (b) all full-time Unionized Faculty members. The Professional Development Fund shall be used to provide funding for such eligible Unionized Faculty members to support expenses associated with professional development, including but not limited to, conferences, technological equipment, workshops and seminars, including travel expenses and registration fees, which in each case contribute to the improvement of the Unionized Faculty member's teaching. The total amount

payable from the Professional Development Fund in each fiscal year (July 1<sup>st</sup> to June 30th) during the term of this Agreement shall not exceed \$30,000 per fiscal year. Amounts in the Professional Development Fund shall not roll over from one fiscal year to the next.

### **17.2 Application and Approval Process**

Eligible Unionized Faculty members may apply for consideration in writing for reimbursement from the Professional Development Fund for the reasonable costs associated with professional development activities as set forth in this Article XVII. Such requests must describe how the professional development activity will enhance the Unionized Faculty member's teaching and must be approved by the Dean of the College of Arts and Sciences or his/her designee, in his/her reasonable discretion, upon the recommendation of the Special Joint Committee on Professional Development. The Unionized Faculty member shall provide documentation of expenses upon request. The maximum reimbursement for an individual Unionized Faculty member shall be \$600 per fiscal year, except that if by March 1<sup>st</sup> of any year more than \$10,000 remains in the Professional Development Fund, eligible Unionized Faculty members may apply for a second time for such a reimbursement up to an additional \$600 per fiscal year. Priority consideration shall be given to those Unionized Faculty members applying for a first time reimbursement. The denial of a request for reimbursement under this Article shall not be subject to grievance or arbitration under this Agreement.

### **17.3 Offers of Additional Funding**

Nothing in this Article shall prohibit a department from offering additional funding to a Unionized Faculty member for the purposes described in Section 17.1 above.

## **XVIII. FACULTY CLASSIFICATIONS**

Full-time Unionized Faculty member (other than Temporary Faculty as described in Chapter 4(C)(4) of the Faculty Handbook) titles are Lecturer, Advanced Lecturer and Senior Lecturer. The title for Unionized Faculty members who are Temporary Faculty is Full-time Instructor. Part-time Unionized Faculty member titles are Part-time Instructor and Adjunct Instructor.

## **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 semester, once all grades are submitted for the course. The departmental chairperson or his/her designee shall review any student evaluations and any student feedback for each appointment period and meet with the Unionized Faculty member if

there are reasons for concern. Student evaluations shall not be the sole criterion 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 departmental chairperson 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 departmental chairperson or his/her designee shall complete the evaluation and make recommendations to the Dean of the College of Arts and Sciences. 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 departmental chairperson and the Dean, and provides an opportunity to discuss faculty career development.

B. Each department or other academic unit in the College of Arts and Sciences 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 departmental chairperson, academic supervisor, and Dean, as applicable, or other materials which the Unionized Faculty member believes will be helpful for an adequate consideration of his/her performance. The departmental chairperson 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 full-time Unionized Faculty member's dean(s) 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 office of the Senior Academic Officer. 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 semester of service at Loyola. This evaluation includes review of student course evaluations, classroom observation and a meeting with the departmental chairperson or his/her designee. After the first semester 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 departmental chairperson 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 an academic year, full-time Unionized Faculty members shall normally be required to teach 4 three-credit hour courses (or a total of twelve credit hours, if classes are less than three credits), in each of the Fall and Spring academic terms.

B. Part-Time Regular Workload. During the course of an academic year, part-time Unionized Faculty members shall normally not be assigned to teach more than 2 three-credit hour courses (or a total of six credit hours, if classes are less than three credits), in each of the

Fall and Spring academic terms.

C. Multiple Sections. If a course has multiple sections, each section shall be considered a distinct course.

D. Laboratory Sections. For purposes of determining workload for full-time and part-time Unionized Faculty members, laboratory sections in Biology, Chemistry, and Physics shall be counted using the following set of equivalencies:

1. Biology – a Biology lab section shall be equivalent to a three-credit hour non-laboratory course;
2. Chemistry – a Chemistry lab section shall be equivalent to 4/7 of a three-credit hour non-laboratory course; and
3. Physics – a Physics lab section shall be equivalent to 4/10 of a three-credit hour non-laboratory course.

E. Workload Includes Laboratory, Discussion Sections, and Non-laboratory Sections. In cases where the workload of a Unionized Faculty member includes laboratory, discussion, and non-laboratory sections, such Unionized Faculty member's workload may be adjusted by mutual agreement between the departmental chairperson 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 Section 20.1(D) and 20.1(G).

F. Large Course Enrollments.

Effective at the beginning of the 2021-22 academic year: (i) courses with a minimum enrollment of one hundred (100) students with no discussion sections shall be counted as equivalent to two (2) standard three-credit hours courses if the course meets the minimum number of students enrolled at least three (3) weeks before the start of the semester in which the course is to be taught; (ii) courses with at least three (3) discussion sections taught by the same Unionized faculty member shall be counted as equivalent to two (2) standard three-credit hour courses; and (iii) courses with two (2) discussion sections taught by the same Unionized Faculty member shall be counted as equivalent to one and one-half (1.5) of one (1) standard three-credit hour course. Creation of a course under this Section 20.1(F) shall require approval from the Dean of the College of Arts and Sciences or his/her designee.

Should any course described in Section 20.1(F)(i) above fail to meet the minimum enrollment of one hundred (100) students by the three (3) week deadline, then the Dean or his/her designee and the departmental chairperson shall meet with the affected Unionized Faculty member to discuss how to address the low enrollment in the course. If the Unionized Faculty member elects to teach an additional course in the same semester, and if after making that election, enrollment in the course described in Section 20.1(F)(i) reaches at least one hundred (100) students between the three (3) week deadline and the end of the first week of classes, then the Unionized Faculty member, after consultation with the Dean or his/her designee and the departmental chairperson, shall receive either one course release in the following semester or be

relieved of the necessity to teach the newly added additional course. Alternatively, if the Unionized Faculty member elects to teach an additional course in the following semester, and if after making that election, enrollment in the course described in Section 20.1(F)(i) reaches at least one hundred (100) students between the three (3) week deadline and the end of the first week of classes, then the Unionized Faculty member shall not be required to teach the additional course in the following semester, and the course described in Section 20.1(F)(i) shall be counted as equivalent to two (2) standard three-credit hour courses as described in Section 20.1(F)(i).

G. Department of Fine and Performing Arts. For purposes of determining workload and accrual of credit hours for full-time and part-time Unionized Faculty members, non-standard courses in the Department of Fine and Performing Arts shall be counted using the following set of equivalencies:

1. The following courses shall be equivalent to one (1) standard three-credit hour course:

MUSC 105  
MUSC 107  
MUSC 108  
MUSC 109  
MUSC 110  
MUSC 111  
MUSC 207

DANC 212  
DANC 213  
DANC 222  
DANC 224  
DANC 232  
DANC 260  
DANC 261  
DANC 311  
DANC 312  
DANC 313  
DANC 314  
DANC 321  
DANC 331  
DANC 324  
DANC 341  
DANC 343  
DANC 380  
DANC 398

2. The following courses shall be equivalent to 1/2 of one (1) standard three-credit hour course:

MUSC 145

MUSC 245  
MUSC 261  
MUSC 262

3. Individualized Instruction or Accompanists. Individualized instruction or accompanists shall be compensated at the hourly rate set forth in Section 23.1(B)(2). Ninety (90) hours of individualized instruction, or ninety (90) hours of work as an accompanist, shall be equivalent to one (1) standard three-credit hour course.

4. Production Staff Work. If listed as the “Primary Instructor,” Production Staff work shall be equivalent to one (1) standard three-credit hour course. Courses that may be considered Production Staff work include the following:

DANC 323  
THTR 321  
THTR 323  
THTR 324

If not listed as the “Primary Instructor,” Production Staff work shall not be subject to this Agreement.

5. New Courses. The course equivalencies for new courses added to the Department of Fine and Performing Arts catalog shall be determined by the University in its discretion.

## **20.2 Individual Student Instruction and Supervision by Full-Time Faculty (other than Temporary Faculty)**

The University offers its students additional educational opportunities that are not organized into traditional lectures, discussion sections, laboratories, or seminars. These include, but are not limited to, directed reading, supervised research, internships, or other individualized student instruction. Full-time faculty (other than Temporary Faculty), whether non-unionized or Unionized, share the collective responsibility for supervising these activities as part of their normal teaching duties. Ordinarily, supervision of such individual student instruction does not reduce a Unionized Faculty member’s required workload of standard courses. If departmental policies incorporate such duties into expected teaching workloads as a substitute for a lecture, discussion, laboratory, or seminar section(s), the same departmental policies shall apply to both full-time Unionized Faculty members and full-time non-unionized faculty members.

## **20.3 Overload Pay**

A. Full-time Unionized Faculty. 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, or during the summer for full-time Unionized Faculty members on 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 his/her departmental chairperson and have the approval of the Dean and the Senior Academic Officer.

B. Part-time Unionized Faculty. If circumstances arise in a particular semester wherein instructional needs are best served by offering an additional course assignment to a part-time Unionized Faculty member, the course load limits set forth in Section 20.1(B) above may be exceeded during that semester. This additional course assignment shall not be counted toward the course and credit hour amounts described in Section 25.4(B). The assignment of this additional overload course must be based on mutual consent between the part-time Unionized Faculty member and his/her departmental chairperson and have the approval of the Dean and the Senior Academic Officer.

#### **20.4 Summer Courses and J-Term Courses**

Full-time and part-time Unionized Faculty members desiring to teach additional courses in the summer or J-term should so inform their departmental chairperson and the Dean of the College of Arts and Sciences. If it is decided that the Unionized Faculty member shall teach a summer course or J-term course, the Senior Academic Officer shall issue a contract to the Unionized Faculty member for the summer course or J-term course. Contracts may be contingent on sufficient enrollment in the course to be taught.

#### **20.5 Course Releases**

Full-time Unionized Faculty members shall receive a one course release, or in certain instances as set forth in this Section, additional compensation (in both cases, subject to the requirements set forth in this Section) for a particular semester in an academic year based on their performance of instructional and/or service work when such instructional or service work is equivalent to teaching a course, and is in addition to what otherwise would be a normal workload, including in the following situations:

A. If a full-time Unionized Faculty member taught 570 or more student credit hours in the previous academic year as part of their full-time regular workload as described in Section 20.1(A) above, then such full-time Unionized Faculty member may request a one course release for one semester in the subsequent academic year (e.g., if the Unionized Faculty member taught 4 three-credit hour courses in each of the Fall and Spring academic terms in the 2021-22 academic year which resulted in the Unionized Faculty member teaching 570 or more student credit hours in that academic year, then such a full-time Unionized Faculty member may request a one course release in the 2022-23 academic year); or

B. If a full-time Unionized Faculty member oversees English or Math placements in a particular academic year, in addition to what would otherwise be a full-time regular workload as described in Section 20.1(A) above, then such full-time Unionized Faculty member may request either a one course release or additional compensation for that academic year; or

C. If a full-time Unionized Faculty member is coordinating at least thirty (30)



Biology lab or Physics lab sections in a particular academic year, in addition to what would otherwise be a full-time regular workload as described in Section 20.1(A) above, then such full-time Unionized Faculty member may request either a one course release or additional compensation for that academic year; or

D. If a full-time Unionized Faculty member is coordinating the work for courses with multiple sections and personnel in a particular academic year, in addition to what would otherwise be a full-time regular workload as described in Section 20.1(A) above, then such full-time Unionized Faculty member may request either a one course release or additional compensation for that academic year in which such work is assigned; or

E. If a full-time Unionized Faculty member in the Department of Fine and Performing Arts engages in any of the following three (3) academic activities in a particular academic year, in addition to what would otherwise be their regular full-time workload as described Section 20.1(A) above, then such full-time Unionized faculty member may request either a one course release or additional compensation: (1) team-teaching an additional course; (2) involvement in theatre, dance, or music productions that are not credit-bearing or related to a specific credit-bearing course, including a production class; or (3) engagement in substantial pre-production activities, including creative work, that occur before the semester begins.

F. If a full-time Unionized Faculty member is appointed to, or receives, service work as described above, for which a tenure track faculty member in the same position in the College of Arts and Sciences is granted a course release, in addition to what would otherwise be a full-time regular workload as described in Section 20.1(A) above, then such full-time Unionized Faculty member may request either a one course release or additional compensation for that academic year in which such work is assigned.

G. If a full-time Unionized Faculty member is assigned seven (7) or more writing intensive and composition classes or seven (7) or more engaged learning and composition classes in a single academic year, then such full-time Unionized Faculty member may request either a one course release or additional compensation for that academic year in which such work is assigned.

The process for requesting either a course release, or additional compensation in certain instances as set forth above, begins with the Unionized Faculty member requesting their preference for either the course release or additional compensation from the departmental chairperson, and the departmental chairperson verifying that the requirements for either the course release or additional compensation, as applicable, and as set forth above were met. Once the departmental chairperson has verified that the requirements for either a course release or additional compensation, as applicable, have been met, the timing of any course release(s) or other reduction(s) in the teaching load for a Unionized Faculty member, or additional compensation, shall require further approval from the Dean of the College of Arts and Sciences or his/her designee, following the normal University procedures for granting such course releases or additional compensation. A Unionized Faculty member shall not receive a release of more than one (1) standard course (or the equivalent reduction in teaching load) in any academic year, or additional compensation of more than one stipend in any academic year; provided however,

that a full-time Unionized Faculty member who qualifies for a course release pursuant to Section 20.5(A) above may also qualify for a course release under either Section 20.5(B), 20.5(C), 20.5(D), 20.5(E), 20.5(F), or 20.5(G) above within the same academic year, but in no event shall any such Unionized Faculty member receive more than two (2) standard course releases in any academic year.

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

## **20.7 Unpaid Leaves**

Full-time Unionized Faculty members (other than Temporary Faculty) who have completed their probationary period as described in Section 25.7 of this Agreement, and who wish to participate in projects or activities that require their absence from teaching and other responsibilities at the University shall be eligible to apply for an unpaid leave as described in, and in accordance with, Chapter 6(A)(5) of the Faculty Handbook. Any such approved unpaid leave shall not be considered a break in service for purposes of this Agreement. During any such approved unpaid leave, the full-time Unionized Faculty member shall be eligible (or ineligible) to receive benefits on the same terms and conditions as full-time non-unionized faculty in the College of Arts and Sciences who are on such unpaid leaves in accordance with the University's eligibility criteria, policies and plans as they may be amended by the University from time to time.

## **20.8 Parental Leave**

Commencing with the 2021-22 academic year, part-time Unionized Faculty members shall be eligible for up to three (3) weeks of paid leave ("Parental Leave") if the Unionized Faculty member has (i) given birth to a child, (ii) is a spouse or partner of a person who has given birth to a child, or (iii) has adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger).

A part-time Unionized Faculty member who intends to take Parental Leave should notify their departmental chairperson at least thirty (30) days prior to the start of any such Parental Leave. The part-time Unionized Faculty member shall work with the departmental chairperson and other assigned faculty to cover the instructional needs of the part-time Unionized Faculty member during any such Parental Leave. The Unionized Faculty member, departmental chairperson, and ultimately the Dean of the College of Arts and Sciences or his/her designee are responsible for negotiating and documenting the Parental Leave schedule in accordance with this Section. The documentation regarding the Parental Leave should be sent to Faculty Administration, with a copy to Human Resources. The Parental Leave shall be reviewed by the Provost or his/her designee, and the Provost or his/her designee shall retain authority to approve any such Parental Leaves under this Section.

The fact that a multiple birth, adoption, or foster placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the three-week total amount of eligible Parental Leave. In no case shall a part-time Unionized Faculty member receive more than three weeks of Parental Leave in a rolling 12-month period, regardless of whether more than one birth, adoption, and/or foster placement occurs within that 12-month period. Parental Leave must be

taken in one continuous period of leave and a part-time Unionized Faculty member must commence Parental Leave within thirty (30) calendar days of when the birth, adoption, or foster placement occurs. If a University holiday occurs while the part-time Unionized Faculty member is on Parental Leave, such University holiday shall not extend the three (3) week total amount of eligible Parental Leave.

Upon termination of the part-time Unionized Faculty member's employment at Loyola, the part-time Unionized Faculty member shall not be paid for any unused Parental Leave for which they were eligible.

## **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 office space, 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 or during the length of their appointments, whichever is longer, at the University, including, to meet individually with students, conduct regular office hours, and prepare for class.

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, and prepare for class, on the same basis as part-time non-unionized faculty in the College of Arts and Sciences. Upon request, a full-time Unionized Faculty member with an appointment of less than one (1) year and a part-time Unionized Faculty member, may be provided with space to keep materials necessary for teaching assigned courses.

#### **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 Resources**

The University shall provide Unionized Faculty members access to library 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 and procedures regarding the use of such standard library resources. Unionized Faculty members shall maintain such access during semesters and semester breaks in which they are not teaching courses as necessary to be able to teach, and prepare to teach, assigned courses, provided that such Unionized Faculty members comply with any University policies and procedures regarding the use of such library resources. Such access shall not be granted to Unionized Faculty members who were terminated for just cause (their access shall be terminated in accordance with University policies and procedures regarding terminated employees) or Unionized Faculty members who have been informed that they shall not be reappointed. Notwithstanding anything to the contrary in this Section, under no circumstances shall this Section be interpreted to require the University to provide such access (nor will Unionized Faculty members be able to maintain

such access) if either (a) the Unionized Faculty member is not in compliance with University policies or procedures, or (b) providing such access could result in the University violating, or otherwise being non-compliant with, any agreement to which the University is a party, including without limitation any software, hardware, information technology, database, subscription, electronic resources, service, or license agreement (“IT agreements”), and to the extent a conflict exists between this Section and any IT agreement, the terms of the IT agreement shall prevail.

### **21.7 Email**

The University shall provide Unionized Faculty members a University-assigned email address during academic terms in which they are teaching or during appointment periods, whichever is longer, 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 and procedures regarding the use of such email addresses. Unionized Faculty members shall maintain such access during semesters in which they are not teaching courses as necessary to be able to teach, and prepare to teach, assigned courses, provided that such Unionized Faculty comply with any University policies and procedures regarding the use of such email addresses. Such access shall not be granted to Unionized Faculty members who were terminated for just cause (their access shall be terminated in accordance with University policies and procedures regarding terminated employees) or Unionized Faculty members who have been informed that they shall not be reappointed (their access may be extended for up to ninety (90) calendar days after the end of the semester). Notwithstanding anything to the contrary in this Section, under no circumstances shall this Section be interpreted to require the University to provide such access (nor will Unionized Faculty members be able to maintain such access) if either (a) the Unionized Faculty member is not in compliance with University policies or procedures, or (b) providing such access could result in the University violating, or otherwise being non-compliant with, any IT agreement, and to the extent a conflict exists between this Section and any IT agreement, the terms of the IT agreement shall prevail.

### **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 Letters of Recommendation for Students**

The University shall reasonably cooperate with any former Unionized Faculty member who has been requested by a current or former student of the University to provide a letter of recommendation for that student. For the purposes of this Article, “reasonably cooperate” means the University administration and staff will assist in accessing grades for the specific student making the request in the classes taught by the Unionized Faculty member consistent with the Family Educational Rights and Privacy Act (“FERPA”), provide use of space on campus to meet with the student making the request, if necessary, and any other reasonable requests that will facilitate the prompt response to the current or former student.

## **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)**

##### **1. Minimum Annual Salaries for 2021-22 Academic Year**

Effective at the beginning of the 2021-22 academic year, the following minimum annual salaries shall be applicable for full-time Unionized Faculty members (other than Temporary Faculty):

<b>Rank</b>	<b>Number of Academic Years Unionized Faculty Member Has Taught Full-Time at the University*</b>			
	Less than 3 full academic years	Less than 3 full academic years	Between 3 and 6 full academic years	More than 6 full academic years
	Without a terminal degree or equivalency**	With a terminal degree or equivalency**		
Lecturer	\$58,982	\$61,054	\$64,160	\$66,955
Advanced Lecturer	N/A	N/A	\$66,955	\$70,579
Senior Lecturer	N/A	N/A	N/A	\$76,549

\*Each year of service as a full-time Temporary Faculty member at the University shall be credited as .5 years of service for purposes of the table above.

\*\*For Unionized Faculty in the Department of Fine and Performing Arts,

“equivalency” includes a record of professional accomplishment.

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

2. Promotions

Full-time Unionized Faculty members who are promoted from Lecturer to Advanced Lecturer shall receive an increase to their annual salary of \$2,500, or shall receive the minimum salary for the Advanced Lecturer rank as set forth in the table above, whichever is greater, and which shall become effective at the beginning of the academic year in which their promotion takes effect. Full-time Unionized Faculty members who are promoted from Advanced Lecturer to Senior Lecturer shall receive an increase to their annual salary of \$5,000, or shall receive the minimum salary for the Senior Lecturer rank as set forth in the table above, whichever is greater, and which shall become effective at the beginning of the academic year in which their promotion takes effect.

B. Part-Time Unionized Faculty

1. Minimum Pay Rates Per Credit Hour

Effective at the beginning of the 2021-22 academic year, part-time Unionized Faculty members shall be compensated at the following standard pay rates per credit hour for standard courses:

<b>Degree</b>	<b>Standard Pay Rates Per Credit Hour</b>
With a Terminal Degree or Equivalency	\$2,225
Without a Terminal Degree or Equivalency	\$2,010

A standard course does not include applied music, dance, or theatre instruction, independent study, directed reading, supervised research, internships, or other individualized student instruction. The pay rates set forth in this Section are standard pay rates and do not preclude the University from compensating part-time Unionized Faculty members at a higher pay rate.

2. Hourly Rates for Certain Courses

The hourly 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 2021-22 academic year, the standard hourly rate shall be \$74.00 per hour. The hourly rate 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, applied music, dance, or theatre instruction.

3. More Than One Faculty Member Teaching a Course

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 Dean or his/her designee and the part-time Unionized Faculty member.

4. Adjunct Instructors

Effective at the beginning of the 2021-22 academic year, part-time Unionized Faculty members who have achieved the status of "Adjunct Instructors" as described in Article 25 of this Agreement shall be compensated at a minimum pay rate per credit hour of \$2,440, or \$80.33 per hour for those "Adjunct Instructors" paid on an hourly basis. The minimum pay rate per credit hour for "Adjunct Instructors" is a minimum and does not preclude the University from compensating Adjunct Instructors at a higher pay rate.

C. Temporary Faculty

Effective at the beginning of the 2021-22 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 \$58,500, assuming possession of a terminal degree or equivalency; full-time Unionized Faculty members who are Temporary Faculty who do not have a terminal degree or equivalency shall be compensated at an annual salary of \$56,500.

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

D. Terminal Degree in the Department of Modern Languages and Literatures

This Section replaces the Side Letter Agreement Regarding Terminal Degree in the Department of Modern Language and Literatures dated July 31, 2018.

1. Part-time Unionized Faculty members in the Department of Modern Languages and Literatures who are teaching language instruction courses and who possess a master's degree, including part-time Unionized Faculty members who are all but dissertation ("ABD"), but not a Ph.D., and who were hired prior to June 11, 2018, shall, beginning July 1, 2021, be compensated at a rate of \$2,171 per credit hour. The pay rate in this Section 23.1(D)(1) shall remain the same until the pay rate for part-time Unionized Faculty members "without a terminal degree or equivalency" as set forth in Section 23.1(B)(1) exceeds it. At such time, the pay rate in this Section 23.1(D)(1) shall be increased to the same pay rate for part-time Unionized Faculty members "without a terminal degree or equivalency" as set forth in Section 23.1(B)(1).



2. Unionized Faculty members in the Department of Modern Languages and Literatures who are teaching language instruction courses and who possess a master's degree, including Unionized Faculty members who are ABD, but not a Ph.D., and who were hired on or after June 11, 2018, shall be compensated as Unionized Faculty "without a terminal degree or equivalency" for purposes of Section 23.1 of this Agreement.

3. In the Department of Modern Languages and Literatures, only a Ph.D. shall constitute a "terminal degree" for purposes of meeting the requirements of the status of Adjunct Instructor pursuant to Section 25.4(B)(3) of this Agreement. Accordingly, Unionized Faculty members in the Department of Modern Languages and Literatures who do not possess a Ph.D. shall be ineligible for the status of Adjunct Instructor.

### **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 Summer Courses and J-Term Courses**

For summer courses and J-term courses, part-time Unionized Faculty members shall be compensated at the applicable part-time rate for each course, and full-time Unionized Faculty members shall be compensated at 1/12 of the full-time Unionized Faculty member's annual salary for each three-credit course or the relevant part-time rate, whichever is greater, but in no event more than \$7,000 for any standard three-credit hour course.

### **23.4 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 2021 semester, and who are still employed by the University on January 1, 2022, shall be eligible to receive salary increases in accordance with the University's merit raise pool increase percentage effective on January 1, 2022. 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)(1) shall be increased by one-half of the merit raise pool increase percentage.

B. Part-Time Unionized Faculty Members. The minimum rate per credit hour for part-time Unionized Faculty members shall be increased on January 1, 2022, 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 rate per credit hour 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 2021-22 academic year is rehired for the 2022-23 academic year, his/her annual salary for the 2022-23 academic year shall be increased by the same percentage as the merit raise pool increase that took effect on January 1, 2022).

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

### **23.5 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.

### **23.6 Voluntary Additional Assignments**

There may be occasions where the departmental chairperson 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 departmental chairperson shall determine in his/her discretion the appropriate compensation for such assignment, subject to approval by the Dean of the College of Arts and Sciences or his/her designee. The Unionized Faculty member shall be under no obligation to take such assignment. All assignments under this Section must receive prior approval from the Dean of the College of Arts and Sciences or his/her designee before becoming effective. No payments shall be made for any voluntary additional assignments without such prior approval from the departmental chairperson and the Dean.

## **XXIV. TERM OF AGREEMENT**

This Agreement shall be in full force and effect as of July 1, 2021 through and including June 30, 2025, 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)**

#### **1. General**

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.

Subject to Section 25.7, the initial appointment of a full-time Unionized Faculty member (other than Temporary Faculty) shall be a two (2) year full-time appointment, which, subject to Sections 25.6 and 25.7 herein, may be renewable at the discretion of the University.

#### **2. Multi-Year Appointments**

The reappointment of a full-time Unionized Faculty member (other than Temporary Faculty) shall be a three (3) year full-time appointment, except as set forth below.

If a full-time Unionized Faculty member (other than Temporary Faculty) has been employed by the University to teach in a full-time position and received two (2) consecutive three (3) year full-time appointments, the Unionized Faculty member shall receive a five (5) year full-time appointment, which, subject to Section 25.6 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. Part-Time Unionized Faculty**

#### **1. General**

Except as provided in Sections 25.4(B)(2) and 25.4(B)(3) below, 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, shall automatically terminate upon the expiration of the term stated in such part-time 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.

Sections 25.5 and 25.6 of this Article shall not apply to part-time Unionized Faculty members, except for those part-time Unionized Faculty members with one (1) year part-time appointments or Adjunct Instructors as described below. No appointment shall create any right, interest or expectation in any further appointment beyond its specific term.

The initial appointment of a part-time Unionized Faculty member shall be on a semester by semester basis. The reappointment of a part-time Unionized Faculty member shall also be on a semester by semester basis, except as set forth in Sections 25.4(B)(2) and 25.4(B)(3) below.

2. One (1) Year Part-Time Appointments

If a part-time Unionized Faculty member has been employed by the University to teach either: (a) at least nine (9) credit hours in at least two (2) of the preceding three (3) academic years, or the equivalent in lab courses or individualized instruction, or (b) at least one (1) course in each of the preceding four (4) academic years, then the part-time Unionized Faculty member shall receive (subject to meeting all requirements of this Section 25.4(B)(2)) an initial one (1) year part-time appointment, which, subject to Section 25.6 herein, may be renewable at the discretion of the University, provided that all requirements of this Section 25.4(B)(2) continue to be met. In order for such part-time Unionized Faculty members to receive an initial one (1) year part-time appointment or any reappointment, there must be a reasonable expectation, as determined by the University, that there is a continuing need for their services. Additionally, eligibility for one (1) year part-time appointments, or reappointments, requires continuing satisfactory performance of assigned teaching duties. Subject to the University's estimate of teaching needs, the number of course assignments contained in a one (1) year part-time appointment/reappointment shall range from one (1) to four (4) standard courses per year (and can include one course per year, whether in the fall or spring semester), or their equivalent, and shall not be less than the average number of courses per year taught by the part-time Unionized Faculty member in the preceding three (3) academic years. In the event the part-time Unionized Faculty member fails to maintain all the requirements for a one (1) year part-time appointment/reappointment as set forth above, the part-time Unionized Faculty Member shall no longer receive a one (1) year part-time appointment/reappointment. Unionized Faculty members with a one (1) year part-time appointment shall receive written notification via email of their tentative class assignments and schedules no later than July 1<sup>st</sup> for the upcoming academic year.

3. Status as "Adjunct Instructors"

In some areas of instruction, there is a continuing need for part-time instructional faculty for regular assignments that fall short of full-time positions. When such long-term needs exist and the part-time Unionized Faculty members are able to meet these needs and exhibit a continuing record of strong teaching performance, the University shall consider such part-time Unionized Faculty members for appointment to the special status of "Adjunct Instructor." To be eligible for consideration to achieve the status of an "Adjunct Instructor", part-time Unionized Faculty must meet all of the following requirements:

- a. Completed at least five years of consecutive service as a part-time faculty member at the University;

- b. Possess a terminal degree in their field of expertise; in the fine and performing arts a record of professional accomplishment may be put forth in lieu of a terminal degree;
- c. Have a record of high quality teaching, and where applicable, mentorship. Evidence of high quality teaching can include course syllabi and other course materials, student/course evaluations, and classroom observations;
- d. A recommendation from the departmental chairperson, describing both the continuing need for part-time instructional faculty in the faculty member's area of expertise and an assessment of the faculty member's record. Letters from other department faculty are welcome; and
- e. Professional development and service activities are regarded favorably but are not required.

Part-time Unionized Faculty members who achieve the status of Adjunct Instructors shall receive a two (2) year part-time appointment, which, subject to Section 25.6 herein, may be renewable at the discretion of the University, provided that all requirements of this Section 25.4(B)(3) continue to be met. Part-time Unionized Faculty members who achieve the status of Adjunct Instructors shall receive written notification via email of their tentative class assignments and schedules no later than May 1<sup>st</sup> for the upcoming academic year. In the event the part-time Unionized Faculty member fails to maintain all the requirements for status as an Adjunct Instructor as set forth above, the part-time Unionized Faculty Member shall no longer maintain his or her status as an Adjunct Instructor.

The process of being named an Adjunct Instructor begins with the part-time Unionized Faculty Member preparing a portfolio containing evidence of teaching and, where appropriate, other activities, along with a current CV and a Teaching Statement. This portfolio shall be submitted to the Dean of the College of Arts and Sciences, along with the nomination and recommendation by the departmental chairperson, and may include other materials the part-time Unionized Faculty member deems relevant. The final decision of appointment as an Adjunct Instructor shall be made by the Dean of the College of Arts and Sciences.

4. Impact on One (1) Year Part-Time Appointments and Adjunct Instructor Status

If a part-time Unionized Faculty member with a one (1) year part-time appointment or a part-time Unionized Faculty member with Adjunct Instructor status declines an appointment/reappointment, accepts and then subsequently declines an appointment/reappointment, fails to teach a course, or fails to teach the number of courses in such part-time Unionized Faculty member's contract, the part-time Unionized Faculty shall forfeit his/her right to subsequent one (1) year part-time appointments or Adjunct Instructor status, as applicable. For purposes of this Section, cancellation of a course by the University shall not be considered to be the Unionized Faculty member's failure to teach a course.

C. Unionized Full-Time Faculty Who are Temporary Faculty

The employment of full-time Unionized Faculty members who are hired for a specific semester, academic year or other academic term with no expectation of renewal, including 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 who are Temporary Faculty. No full-time Unionized Faculty member who is Temporary Faculty, may receive more than three (3) one (1) year full-time appointments.

D. 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), Part-Time Unionized Faculty Members with One (1) Year Part-Time Appointments and Adjunct Instructors**

A. Non-Reappointment of Full-Time Unionized Faculty Members (Other than Temporary Faculty), Part-Time Unionized Faculty with One (1) Year Part-Time Appointments and Adjunct Instructors

Appointments for Unionized Faculty members may be of various duration. For full-time Unionized Faculty members (other than Temporary Faculty), for part-time Unionized Faculty members with one (1) year part-time appointments, and for Adjunct Instructors (as defined in Section 25.4(B)(3) above), 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 departmental chairperson of any such Unionized Faculty member makes an initial recommendation to the Dean as to whether such a Unionized Faculty member's contract should be renewed. The Dean submits his or her recommendation, and the recommendation of the departmental chairperson, as applicable, to the Senior Academic Officer who makes the ultimate decision as to whether the contract of any such full-time Unionized Faculty member (other than Temporary Faculty), part-time Unionized Faculty member with a one (1) year part-time appointment or Adjunct Instructor will be renewed.

B. Notice of Non-Reappointment of Full-Time Unionized Faculty (Other than Temporary Faculty), Part-Time Unionized Faculty with One (1) Year Part-Time Appointments and Adjunct Instructors

For (i) full-time Unionized Faculty members (other than Temporary Faculty) who have not completed their probationary period as described in Section 25.7 of this Agreement, (ii) part-time Unionized Faculty members with one (1) year part-time appointments, and (iii) Adjunct Instructors (as defined in Section 25.4(B)(3) above), written notice of non-renewal of the contract shall be given by the University to the 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.

For full-time Unionized Faculty members (other than Temporary Faculty) who have completed their probationary period as described in Section 25.7 of this Agreement and who have multi-year contracts, after the completion of their probationary period (i.e., after the second consecutive year of service), written notice of non-renewal of the contract shall be given by the University to the Unionized Faculty member at least twelve months prior to the expiration date of the current contract, otherwise an additional one-year terminal contract shall be provided. The notices are issued by the Senior Academic Officer.

**25.6 Reasons for Non-Reappointment of Full-Time Unionized Faculty (Other Than Temporary Faculty), Part-Time Unionized Faculty Members with One (1) Year Part-Time Appointments and Adjunct Instructors**

The University may deny, reduce, cancel, or not renew an appointment of: (i) a full-time Unionized Faculty member (other than Temporary Faculty), (ii) a part-time Unionized Faculty member with a one (1) year part-time appointment who has maintained eligibility for such a one (1) year part-time appointment, or (iii) a part-time Unionized Faculty member who has maintained Adjunct Instructor status, in each case, 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. In the case of part-time Unionized Faculty members with a one (1) year appointment, availability of another individual(s) who, in the University's discretion, has substantially better credentials, qualifications and/or performance;

7. 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

8. 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(7) 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), 25.6(6) and 25.6(8) 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**

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. 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. If a Unionized Faculty member has a gap in service of less than five (5) years, their previous time teaching at the University will be counted towards their 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 Creation of Regular Full-Time Non-Tenure Track Appointments / Credit for Temporary Full-Time Positions**

A. Creation of Regular Full-Time Non-Tenure Track Appointments. During the term of this Agreement, the University agrees to (i) create at least fourteen (14) regular full-time non-tenure track appointments in the College of Arts and Sciences through the consolidation of existing part-time appointments, and (ii) replace at least six (6) Temporary Faculty positions with regular full-time non-tenure track appointments in the College of Arts and Sciences.

B. Credit for Temporary Full-Time Positions. A current full-time Unionized Faculty member who is Temporary Faculty and who is awarded a regular full-time non-tenure track appointment in the College of Arts and Sciences shall be credited with one half (.5) year of teaching at the University for every year that they taught at the University as full-time Temporary Faculty for purposes of compensation and eligibility for promotion.

## **25.9 Special Consideration of Current Unionized Faculty for New Regular Full-Time Positions**

During the term of this Agreement, when searches are conducted to fill regular full-time non-tenure track positions in the College of Arts and Sciences, current full-time Unionized Faculty members who are Temporary Faculty, part-time Unionized Faculty members with one (1) year part-time appointments, and Adjunct Instructors shall receive special consideration in the search process in that they shall be provided an on-campus interview for such position(s); provided however, in order to receive such special consideration, each such current Temporary Full-Time Faculty member, part-time Unionized Faculty member with a one (1) year part-time appointment, or Adjunct Instructor, must possess the required credentials described in the position description, including the ability to cover the teaching areas described, and must teach in the department with the open position(s).

## **25.10 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".

**25.11** 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 departmental chairpersons, academic supervisors, and deans, 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 departmental chairpersons, academic supervisors, and deans. 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 College of Arts and Sciences guidelines.

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 departmental and College of Arts and Sciences guidelines 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, studio, or lab instruction;
3. Delivering classroom, studio, or lab instruction at days, times, and locations determined by the department or other academic unit offering the course;
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 the department or other academic unit offering the course;
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 departmental guidelines, for which the department offering the course is responsible for making space available to the Unionized Faculty members;
12. Providing guidance and support for the work of any teaching assistants or language assistants assigned to a course;

13. Following all guidelines and directives of the department or other academic unit offering the course, with respect to its specific expectations for teaching the course, grading, and meeting and consulting with colleagues, 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 and directives violate any of the terms or conditions of this Agreement;
14. Attending training, including course-specific pedagogical meetings as may be required by the department or other academic unit(s) in which the Unionized Faculty member is appointed, and training related to fire and safety, sexual assault and harassment, diversity, among other topics, as required by the University for all employees;
15. Participating in all course and academic program evaluation assessments conducted by the department, the College of Arts and Sciences or the University; and
16. Preparing student recommendation letters.

B. Service to Loyola

Full-time Unionized Faculty members (other than Temporary Faculty as described in Chapter 4(C)(4) of the Faculty Handbook) are expected to serve on University, College of Arts and Sciences, departmental or other academic unit committees, to attend meetings of such groups, and to participate in educational advising, convocations, commencements, student recruiting events and other University events. Service may include any activity of direct benefit to Loyola including: advising student organizations; designing new courses; coordinating the work for courses with multiple sections; chairing committees; coordinating conferences or workshops; overseeing language assessments and language, or other, placements; extra-curricular (other than for courses taught by such Unionized Faculty members) critiquing of works of students as part of the program requirements of the department or academic unit(s) in which the Unionized Faculty member is appointed; mentoring students as such opportunities may arise; and providing career counseling to students as appropriate in view of the specific credentials and experience of the Unionized Faculty member.

This subsection does not apply to Unionized Faculty members who are part-time faculty or Temporary Faculty.

C. Educational Advising of Students

Deans, departmental chairpersons, academic supervisors, administrators, full-time Unionized Faculty members (other than Temporary Faculty), and appropriate staff all share responsibility for providing educational advising to students, including serving as an advisor on undergraduate or graduate theses or projects.

This subsection does not apply to Unionized Faculty members who are part-time faculty or Temporary Faculty.

#### 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 offer of appointment or assignment of a course, then the part-time Unionized Faculty member shall be paid a course cancellation fee of \$300 per credit or credit equivalencies as set forth in Section 20.1 of this Agreement, if both (a) the course is cancelled, or the course is reassigned to a full-time faculty member, in either case within twenty-one (21) 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 course 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. Notwithstanding the foregoing, if the reason for the cancellation of the course is insufficient enrollment, the University may, in its sole discretion, offer the part-time Unionized Faculty member the option of teaching the students enrolled in the course. In that event, the part-time Unionized Faculty member shall be compensated at a rate determined by mutual agreement between the part-time Unionized Faculty member and the University, with written notice to the Union, in lieu of a cancellation fee. In the event an agreement is not reached, the part-time Unionized Faculty member shall receive the course cancellation fee. There will be no course 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**

All references in this Agreement to the University's Faculty Handbook shall mean the 2015 edition of the Faculty Handbook approved by the University's Board of Trustees on February 27, 2015. 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. Notwithstanding the foregoing sentence, if a new edition of the Faculty Handbook is approved and published by the University during the term of this Agreement, the 2015 edition of the Faculty Handbook shall continue to govern; provided however, that the parties will work together either through a Labor Management Committee meeting (as described in Article VI of this Agreement) or effects bargaining, to reconcile and address any issues that may arise as a result of the publication of any such new edition. Any amendments agreed upon by the parties in accordance with this Article XXXII shall be formalized in accordance with Section 27.4 of this Agreement.

**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: \_\_\_\_\_

ATTACHMENT 1

received  
6-19-17

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 13

Loyola University Chicago Employer and Service Employees International Union Local 73 CLC/CTW Petitioner	Case 13-RC-164618
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**\*\*CORRECTED\*\***

**TYPE OF ELECTION: BOARD DECISION**

**AMENDED CERTIFICATION OF REPRESENTATIVE**

An Amended Certification of Representative previously issued in this matter. That certification contained an administrative error in the described bargaining unit.

As authorized by the National Labor Relations Board, it is certified that a majority of the valid ballots has been cast for

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 73,  
CLC/CTW**

and that it is the exclusive collective-bargaining representative of the employees in the following appropriate unit:

**Including: All full-time and part-time non-tenure track faculty (Adjuncts, Adjunct Professors, Adjunct Instructors, Adjunct Lecturers, Accompanists, Instructors, Lecturers, Lab Instructors, Senior Lecturers) employed by Loyola University Chicago in its College of Arts and Sciences located at its Lake Shore Campus at 1032 W. Sheridan Road, Chicago, Illinois and its Water Tower Campus.**

**Excluding: All faculty in the Department of Theology, all graduate school employees, graduate students, visiting faculty, Stritch School of Medicine Employees, English Language Learner Program employees, tenured faculty, tenure-track faculty, distinguished service faculty, research faculty faculty who are not teaching credit bearing courses, emeritus faculty, all faculty in non-degree granting programs unless expressly included above, all faculty teaching in programs housed or facilities and addresses other than those described above, all faculty teaching online courses only, employees who do not teach undergraduate or graduate level credit-earning courses or labs,**

## ATTACHMENT 1

unless expressly included above, the Health Sciences Campus, the Retreat and Ecology Campus, the Rome Campus, the Beijing Campus, the Vietnam Center, the School of continuing and Professional Studies, the Marcella Niehoff School of Nursing, the Quinlan School of Business, the School of Education, the Corboy Law Center, the School of Social Work, the School of Communications, the Institute of Pastoral Studies, the Arrupe College, the Loyola University Museum of Art (LUMA), faculty paid by entities other than Loyola University Chicago (including governments and organizations), all administrators including Deans, directors, trustees, provosts and chairs who may have teaching assignments, athletic coaches, academic advisors including those with teaching assignments, 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.



March 20, 2017

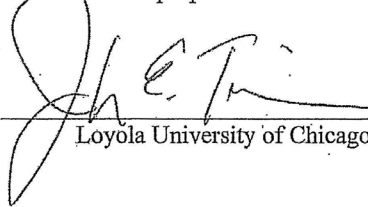
/s/ Peter Sung Ohr  
Peter Sung Ohr  
Regional Director, Region 13  
National Labor Relations Board

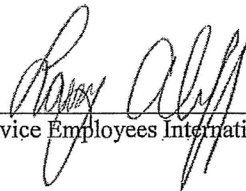
Attachment: Notice of Bargaining Obligation

**ATTACHMENT 2**

**SIDE LETTER AGREEMENT REGARDING WITHDRAWAL OF  
COUNTER PROPOSAL ON GRIEVANCE AND ARBITRATION PROVISION**

At the parties' negotiating session on February 12, 2018, Loyola University of Chicago (the "University") agreed to withdraw its proposal regarding Grievance and Arbitration dated November 8, 2017. It is understood and agreed by the parties that the University has withdrawn this proposal without prejudice. Accordingly, neither party shall introduce evidence at any subsequent arbitration, administrative or legal proceeding regarding the withdrawal of this proposal, or any previous proposal regarding Grievance and Arbitration. The parties further agree that they will not introduce or rely on evidence in any such hearing or proceeding regarding the parties' discussions at the bargaining table with respect to the withdrawn Grievance and Arbitration proposals or any other bargaining history on this topic, including any discussion the parties had at the bargaining table regarding the arbitrability of discrimination and/or harassment claims in connection with their discussion of the parties' Equal Employment Opportunity and Non-Discrimination proposals.

  
\_\_\_\_\_  
Loyola University of Chicago

  
\_\_\_\_\_  
Service Employees International Union, Local 73

# 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 Name \_\_\_\_\_ First Name \_\_\_\_\_ Mid. Initial \_\_\_\_\_ Last 4 SSN \_\_\_\_\_

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.