

AGREEMENT

BETWEEN

UNIVERSITY OF CHICAGO

and

SERVICE EMPLOYEES INTERNATIONAL UNION,

LOCAL No. 73

from

May 1, 2021

Through

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This Collective Bargaining Agreement (“Agreement”) is by and between the University of Chicago, a corporation not for pecuniary profit, organized under the laws of the state of Illinois ((the “University”) and Local 73 of the Service Employees International Union (the “Union”) for and on behalf of itself and the employees covered by this Agreement.

For purposes of this Agreement, “Lecturer” means all employees in the bargaining unit as defined in Article 1, Section 1. When the Agreement speaks specifically to the terms and conditions of employment of employees in the bargaining unit who have the Statutory titles “Assistant Instructional Professor”, “Associate Instructional Professor”, “Instructional Professor”, or “Professors of Practice in the Arts in the Division of the Humanities,” and not to other employees in the bargaining unit, that class of titles will be named or enumerated.

PREAMBLE AND PURPOSE

The Union and the academic leadership of the University value and respect the contributions the Lecturers make to the programs in which they are appointed to teach, and to the University’s mission to advance and communicate knowledge. The parties to this Agreement believe a culture that encourages collaboration and respect promotes a climate of responsibility that is critical to achieving those common objectives. The University and the Union are committed to communicating with one another in a clear manner, characterized by a spirit of professionalism, collegiality, and cooperation toward the common objective of providing an exceptional educational experience for the University’s students.

The purpose of this Agreement is to provide terms and conditions of employment for the Lecturers covered by this Agreement. It is the intent of both the Union and the University to work together to provide and maintain satisfactory terms and conditions of employment and to prevent and adjust misunderstandings or grievances relating to employment. This Agreement also provides formal procedures for addressing grievances that may arise between the parties to the Agreement over matters contained in the Agreement. The University recognizes and respects the Union’s commitment to advocating for the interest of its members as valued contributors to the institution’s mission.

ARTICLE 1 – RECOGNITION AND BARGAINING UNIT DESCRIPTION

Pursuant to the Certification of Representation, issued by the National Labor Relations Board in Case No. 13-RC-162896 the University hereby recognizes the

Union as the sole and exclusive collective bargaining representative for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for employees outlined in Section 1 below, and excluding those referred to in Section 2 below.

Section 1.

Included: All full-time and part-time non-tenure-track academic appointees, including the non-supervisory Senior Lecturer responsible for the Marathi Language Program, the non-supervisory Senior Lecturer with the lead role in the Practicum in the undergraduate Public Policy Program, the non-supervisory Senior Lecturer responsible for the Persian Language Program, the non-supervisory Senior Lecturer responsible for the applied mathematics component of the undergraduate Biology Program, the non-supervisory Senior Lecturer responsible for Ecology and Evolution Programs for undergraduates not majoring in biology, and the non-supervisory Senior Lecturer responsible for the introductory and intermediate part of the SALC Hindi Language Program, who are hired to teach at least one for-credit course in a graduate or undergraduate degree-granting program during a given academic year and who are employed and compensated directly by the University of Chicago at its Main campus at 5801 South Ellis Avenue, the Crown Family School of Social Work, Policy, and Practice at 969 East 60th Street, the Divinity School at Swift Hall, 1025 East 58th Street, the Harris School of Public Policy Studies at 1155 East 60th Street.

Section 2.

Excluded: All tenured faculty, tenure-track faculty, distinguished service faculty, research appointees, and faculty emeritus (including those with post-retirement employment), all appointees teaching in non-degree granting programs; all appointees teaching at locations other than the facilities or addresses described above; all faculty teaching online courses only; employees who do not teach undergraduate or graduate level credit-earning courses or labs; L.E. Dickson Instructors in the Department of Mathematics; Members of the Society of Fellows in the Liberal Arts holding the academic rank of Collegiate Assistant Professor; Senior Lecturers other than those expressly included above; instructors in the Financial Math and Computer Science Masters Programs; the Pritzker School of Medicine appointees not tenured or on the tenure track; the William B. and Catherine V. Graham School of Continuing Liberal and Professional Studies appointees; the Booth School of Business appointees; the Law School appointees; the Urban Teacher Institute and Urban Teacher Education Program appointees; appointees paid

by entities other than the University of Chicago (including, but not limited to, government, organizations and academic or research institutions with whom the University has an affiliation agreement); appointees who are employed by national laboratories managed by the University of Chicago, including Argonne National Laboratory and Fermilab; all administrators (including deans, directors, provosts, and chairs who may have teaching assignments); enrolled graduate students including those teaching courses in addition to a stipend; athletic coaches; anyone who is a spouse or a duly registered same-sex domestic partner of a member of Statute 11.1 faculty hired or appointed as part of such faculty members' negotiated recruitment or retention package; all other employees employed by the University, including those who teach a class or course and are separately compensated for such teaching; curators; and managers, confidential employees, office clerical employees, professional employees, guards, and supervisors as defined in the National Labor Relations Act.

Section 3. Inclusion in and Separation from Bargaining Unit.

An individual shall become a unit member upon the individual's acceptance of the University's offer of employment to teach one or more qualifying courses within the scope of Section 1, and shall remain in the bargaining unit only for as long as the term of appointment set forth in the offer of employment; provided, however, that there will be no break in unit membership if an appointment term of one year or longer is renewed.

ARTICLE 2 – UNION MEMBERSHIP

Section 1.

All Lecturers shall, within thirty (30) calendar days after the date of execution of this Agreement, or within thirty (30) calendar days following the beginning of their employment, whichever is the later, either:

- A. join the Union or
- B. in the alternative, tender a monthly agency fee to the Union which shall not exceed the amount of initiation fees and monthly dues uniformly required for Lecturers to acquire and retain membership in the Union. The deductions will be made in accordance with Section 3.
- C. All Lecturers shall, during the term of this Agreement, remain in good standing as members of the Union or continue to pay the required agency fees. The

Union may request that a Lecturer who fails to join the union, maintain Union membership, or pay a representation fee shall be discharged. If the Union makes such a request, the University shall comply, provided that prior to any discharge, the Lecturer shall be offered an opportunity within thirty (30) calendar days following the written notification from the Union to the University requesting discharge, to pay the required dues, initiation fees, and/or representation fees that have not been tendered. If the Lecturer fails to pay within that thirty (30) day time period, and the Union so verifies in writing, the University shall discharge the Lecturer. However, no such discharge shall take effect during a quarter in which the Lecturer is teaching a course or courses. In such case, the discharge will be at the conclusion of the quarter.

Section 2. Maintenance of Check-Off.

A. The University agrees that as a condition of employment, all Lecturers who are or who become members of the Union, shall continue to pay regular Union dues for the term of this Agreement or any extension or renewal, subject, however, to the provisions of Sections 1 and 3 of this Article.

B. Upon confirmation by the Union that a Lecturer covered by this Agreement has authorized check-off of dues or fees, and provided that the Lecturer receives a paycheck in any given pay period, the University shall deduct such dues and fees from wages owed to that Lecturer (excluding salary paid out under the University's Long-Term Disability plan), unless the authorization is revoked by the Lecturer in accordance with the terms set forth on the employee's check-off authorization and contained in this section. Specifically, any Lecturer who wishes to revoke dues check-off must do so by giving written notice 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 of the University's authorization or the date of termination of the applicable collective bargaining agreement between the University and the Union, whichever occurs sooner. A Lecturer shall still, as a condition of employment, be required to pay fair share or agency fees to the Union, to the extent permitted by law and this Agreement.

Section 3. Deductions for Union Dues or Monthly Agency Fees.

A. The Union will provide to the University verification that dues deductions have been authorized by the Lecturer. Lecturers may express such authorization by submitting to the Union a written membership application form by submitting to the Union an online deduction for authorization, or by any other means of indicating agreement allowable under state and federal law.

The Parties acknowledge and agree that the term "written authorization" and any similar terms used in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to COPE Funds, subject to the requirements of state and federal law. The University shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorization as "written authorization" for purposes of this Agreement.

B. Lecturers who fail to join the Union, or who properly withdraw from the Union shall be required to pay a monthly agency fee, which shall be deducted by the University from the Lecturer's paycheck and remitted to the Union in accordance with the conditions set forth below. The Union shall certify to the University and the Lecturers, in writing, at least once per year, the agency fee calculation. Lecturers who are subject to the agency fee payments shall have the right to appeal in accordance with applicable laws.

C. Deductions.

1. Deductions will be made from each monthly payroll check/direct deposit, except that, if a Lecturer is included in that payroll but their earnings are not sufficient to cover this deduction, the dues deduction will be made from the next monthly payroll check.
2. Deduction authorization and revoking notices to be effective in any given month must be in the possession of Payroll one (1) week before the regular date for issuance of the monthly payroll. Authorizations received late will not be effective until the next month.
3. An authorization is automatically revoked if a Lecturer is terminated for any cause from employment in the bargaining unit.
4. The University agrees to deduct and transmit to the Union Committee on Political Education (COPE) such sums from the wages of Lecturers who voluntarily authorize such deductions on the forms provided for that purpose by the Union. The transmittal shall be accomplished by a list of the names of the Lecturers from whom such deductions have been made and the amount

deducted for each Lecturer. However, a Lecturer may request termination of the COPE deduction in its entirety, in writing, at any time during the year. It is understood that such withholdings will be transmitted at the same time as the Lecturer's dues withholdings.

D. It is understood and agreed that the Union will indemnify the University and hold it harmless from any and all claims which may be made against it by a Lecturer or Lecturers for amounts deducted from wages because of the University's compliance with this Article.

Section 4. Remittance to the Union

On or about the 1st of the month following the deductions, monies so deducted by the University shall be transmitted by mail or electronically to the Union Treasurer or other Union designee.

At the same time as the University remits all deductions for union dues or representation fees and COPE, the University will also provide the following information:

- A.** Name and employee I.D. number;
- B.** Rate of pay and earnings that the dues or representation fee deduction is based on;
- C.** Month the deduction is based on;
- D.** Separately listed dues, fees, and COPE deductions; and,
- E.** If applicable, a reason dues are not deducted.

ARTICLE 3 – MANAGEMENT RIGHTS

A. The Parties recognize that the Bylaws of the University of Chicago (“University Bylaws”) and the Statutes of the University of Chicago (“University Statutes”) define rights and responsibilities for academic appointees covered by this Collective Bargaining Agreement, among others. Except as specifically abridged, modified, or restricted by this Agreement, neither the University nor the Union intend that any of the terms of this Agreement abridge or diminish the terms and provisions contained in the University Bylaws and/or the University Statutes, as they

apply to Lecturers and as each may be amended from time-to-time by the Board of Trustees, provided, however, that any such amendments do not violate or alter an express written provision of this Agreement. References in this Article to traditional areas of management rights in the workplace do not supplant the provisions of the University Bylaws or the University Statutes.

B. Management of the University is vested exclusively in the University. Except as specifically abridged, modified, or restricted by this Agreement, the Union agrees that all powers, rights, and authority of the University, whether written or unwritten, are reserved by the University and that the University, through its administration and academic units, has the right to establish, plan, direct, and control the University's mission, programs, objectives, activities, resources, and priorities; to establish enrollment standards and limits; to establish, administer and modify reasonable policies, procedures, rules, and regulations, and direct and control University operations; to alter, extend, or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities, classification, work load and assignments of Lecturers; to establish, maintain, modify and enforce standards of performance, conduct, order, and safety; to establish, change, modify and cancel courses (or sections of courses); to evaluate, determine the content of evaluations, and determine the processes and criteria by which Lecturers' performance is evaluated; to establish and require Lecturers to observe University policies, procedures, rules and regulations, including any applicable policies, procedures, rules and regulations contained in University handbooks; to discipline or discharge a Lecturer; to appoint employees to positions that are not covered by this Agreement; to establish or modify the academic calendars, including holidays and holiday scheduling and grade submission deadlines; to assign courses and work locations; to schedule hours of instruction and establish dates of service; to determine how and when and by whom instruction is delivered; to determine all matters relating to the recruiting, hiring, appointment, reappointment and non-reappointment, transfer, promotion, demotion and layoff of Lecturers; to establish, reduce, alter, combine or discontinue any job classification, department, unit, operation or service, or portion thereof; to open, close in whole or in part, consolidate, reorganize, relocate and expand any of the University's facilities, operations and programs; to determine all matters relating to the methods, policies and criteria for student admissions, matriculation, course registration, progression and/or retention; to introduce new methods of instruction; to develop and introduce new curricular content, design and delivery; to subcontract all or any portion of any operations.

C. The University retains the sole authority to make all decisions involving academic matters, including but not limited to decisions regarding curricular design, learning objectives of courses, who is taught, what is taught, how it is taught and who does the teaching.

ARTICLE 4 – UNION RIGHTS

A. Lecturers shall have access to campus facilities for the purpose of conducting Union meetings relating to the administration of this Agreement, subject to University procedures for employees regarding reservation and use of facilities.

B. Union staff shall be permitted to visit the University’s facilities for the transaction of necessary Union business relating to this Agreement, so long as there is no disruption of normal business and classroom activities and provided that the Union has first contacted the Labor Relations Director or their designee and identified the visitor by name and the facility to be visited. Both Union staff and Lecturers agree to comply with all University regulations and policies regarding the use of University facilities, including following proper procedures for reserving meeting rooms.

C. Each year, the Union shall provide a list of its Lecturers who will represent the bargaining unit in the adjustment of grievances, as set forth in Article 8, Grievance and Arbitration, and in meetings with a grievant or University representative, as well as in attending to other matters relating to the administration of this Agreement (“stewards”). The Union will notify the University of any changes in the personnel of its stewards at least three (3) days in advance of the date on which the new steward becomes authorized to act on behalf of the Union.

D. Union stewards shall be given time on the agenda of formal orientation sessions for new Lecturers sponsored by the administration of the appointing academic unit, if any. If no such orientation is given, the University shall make information about union membership available to Lecturers, if such information is provided to the University by the Union.

E. Lecturers shall have access to University bulletin boards designated by the University for the purposes of posting notices of meetings and other legitimate and appropriate Union activities. Material posted to University bulletin board space will be appropriate to the workplace and identified as Union literature. The Union shall send a copy of each posted notice to the Labor Relations Director or their designee.

The Union shall monitor the bulletin board(s) and shall promptly remove inappropriate or outdated material.

F. Thirty-five (35) days after the start of each quarter, the University will provide the Union with a membership list based on the then currently available centralized information. That list shall include university email addresses for all listed members.

ARTICLE 5 – LABOR MANAGEMENT COMMITTEE

A. The University and the Union are committed to an ongoing collaborative relationship characterized by candid and effective ongoing communication over matters contained in the Agreement and other matters pertinent to the work responsibilities of Lecturers. To that end, the Parties agree to the creation of a joint labor-management collaboration committee (referred to in this Article as the “Committee”).

B. The Committee shall consist of no more than five (5) representatives designated by the Union and five (5) representatives designated by the University. Each Party will designate their own representatives to the Committee.

C. Matters of mutual concern, including issues tending to cause misunderstandings, shall be considered and recommendations may be made to either the University or the Union, or to both, by the persons present at the Committee Meeting. However, the University shall retain the final authority with respect to adopting recommendations made by Committee members. Meetings of this Committee shall not be used for negotiations for purposes of altering this Agreement or to discuss pending grievances.

D. Unless the parties mutually agree otherwise, the Committee shall meet at least once a quarter at a mutually acceptable date and time. Additional meetings may be held by mutual agreement. Two (2) weeks prior to each meeting, designated Committee representatives of the Union and the University shall suggest agenda items to one another.

E. The Union recognizes that the University from time to time must address a variety of exigent circumstances that affect its operation. Nothing in this Article shall operate to prevent the parties from meeting or consulting on short notice to address time-sensitive issues that require immediate attention. Upon commencement of each academic quarter, each party shall notify the other of the person designated

from the respective party to contact in the event of such exigent circumstances, and update the other party should the identity of such individual change.

ARTICLE 6 – HEALTH AND SAFETY

Section 1. General

The Lecturers and the University agree that safe working rules and practices are essential to promote health and reduce accident hazards on the job. Therefore, the Lecturers and the University undertake to promote full recognition by every Lecturer of their responsibility to prevent accidents to themselves and to their fellow employees. In keeping with safety and occupational health standards required by law, the University shall make provisions for the safety and health of Lecturers in the workplace.

Section 2. Employee Compliance with Safety Rules

All Lecturers shall conform to all health and safety rules of the University, and with OSHA regulations, presently in effect or that may be put into effect from time to time by the University, including participation in appropriate training. Changes to University health and safety rules should be distributed to Lecturers within fourteen (14) calendar days of their adoption and a copy sent to the Union.

Section 3. Safety Equipment

The University shall continue to make provisions for the health and safety of the employees at the University's expense and to provide protective devices, such as non-prescription safety glasses, clothing and other equipment for proper protection, as determined necessary by the University.

ARTICLE 7 – EQUAL EMPLOYMENT OPPORTUNITY & NON-DISCRIMINATION

Section 1.

It is the policy of the University not to discriminate on the basis of personal characteristics and statuses protected by law. This policy, known as the Notice of Nondiscrimination, is published in the Handbook for Faculty and Other Academic Appointees, among other locations maintained by the University, and includes the University's commitment to maintain a work environment free from unlawful

harassment. It is also a violation of University policy to retaliate against any individual who, in good faith, files a complaint of discrimination, cooperates in an investigation of alleged discrimination, opposes any practice prohibited by this policy, or exercises any other right protected by federal, state, and local equal employment or affirmative action laws. The University reserves the right to amend its Notice of Nondiscrimination for reasons including, but not limited to, conformity with changes in the law and/or best practices.

Section 2.

The Union acknowledges that, like other University employees, Lecturers covered by this Agreement are subject to University policies prohibiting discrimination, harassment, and retaliation (referenced in Section 1). The Notice of Nondiscrimination, and any amendments made thereto during the period of this Agreement, will govern and apply to Lecturers covered by this agreement.

Section 3.

The University shall not discriminate against any Lecturer on any basis prohibited by the National Labor Relations Act.

ARTICLE 8 – GRIEVANCE AND ARBITRATION

Section 1. Definition

A. A grievance within the meaning of this Agreement shall be any complaint or dispute arising out of the application, interpretation, or claimed violation of a specific term or provision of this Agreement during the term of this Agreement. This procedure shall be the sole and exclusive means for the resolution of grievances under this Agreement.

The parties further agree, however, that if a Lecturer is named in a complaint or asserts their own complaint under Title IX of the Education Amendments of 1972, the matter will be processed through the procedures required by statute and administrative regulations and guidance, as implemented by the University, and the University will make final determinations and take action consistent with its statutory and regulatory obligations. The University's determination shall be final and non-grievable under this Article.

B. The availability of the formal procedures of this Article notwithstanding, an aggrieved Lecturer and a Union representative may choose to attempt to resolve an issue or disagreement informally through discussion between the Lecturer and a Union representative, and the appropriate University representative. However, such discussions will not extend the deadlines for filing a written grievance, subject to Section 2.B of this Article.

C. Nothing in this Agreement shall prevent a Lecturer from resolving any problem consistent with this Agreement and the law, with or without the presence of a Union representative. In the event an individual Lecturer and the University settle a dispute without the written and express agreement of the Union, that settlement will not create a precedent for either party in the interpretation or application of this Agreement.

Section 2. Grievance Procedure Rules

A. An aggrieved Lecturer or the Union shall present a grievance within thirty (30) calendar days of when the aggrieved Lecturer knew or reasonably could have been expected to know of the circumstances giving rise to the grievance. The grievance must be specified in writing, on a form mutually agreed upon by the parties, and must include the nature of the grievance, the provision(s) of the Agreement at issue, the date of the alleged action, the names of the Lecturer affected and the relief requested.

B. Time limits at each step may be extended by written mutual consent of the parties.

C. At any step of the process, grievances may be withdrawn.

D. Only the Union may advance a grievance to arbitration.

E. Any grievance may be initiated with the Provost as described at Step 3 in Section 3 below, by written mutual agreement of the Union and the Provost or their designee.

F. The parties shall schedule grievance meetings so as to avoid canceling or rescheduling courses or requiring substitution. However, if a Lecturer must miss a class because they must attend a grievance meeting, the Lecturer shall be responsible for following the procedures in place in their academic unit for rescheduling a class

or obtaining a suitable replacement to teach the class. In such circumstances, there will be no loss of compensation from the University for that Lecturer.

Section 3. Grievance Procedure

The following steps shall be followed in the processing of grievances:

Step 1: A grievance must be submitted in writing to the Lecturer's designated Supervisor (or designee) and the Department Chair, Deputy Dean, or Master, as the case may be and if different from the Supervisor, within thirty (30) calendar days of when the aggrieved Lecturer knew or reasonably could have been expected to know of the circumstances giving rise to the grievance. The grievance shall be dated and signed by the Lecturer or the Union representative and comply with the requirements set forth above in Section 2.A. Within twenty (20) calendar days of submission of the written grievance, the Supervisor (or designee) shall meet at a mutually convenient time and place with the Lecturer and the Union representative(s), if any, in an attempt to resolve the grievance. The grievance answer will be sent to the parties, in writing, within fourteen (14) calendar days of the meeting.

Step 2: Grievances not resolved at Step 1 may be appealed in writing by the Union or the Lecturer to the Dean of the Lecturer's designated academic unit, including but not limited to School/Division or College, fourteen (14) calendar days following issuance of the Step 1 answer, or within fourteen (14) calendar days of the deadline for the Step 1 response, if not received. The appeal will set forth in writing the factual or other reason(s) for the appeal. The Dean or their designee shall conduct a meeting within twenty-one (21) calendar days of receiving the appeal, and at a mutually convenient place and time on a business day, for the purpose of attempting to resolve the grievance. The Dean (or designee) shall send a written answer to the parties within twenty-one (21) calendar days following this meeting.

Step 3: Grievances not resolved at Step 2 may be appealed in writing by the Union or the Lecturer to the Provost or their designee within twenty-one (21) calendar days following the issuance of the Step 2 answer. The appeal shall set forth in writing the factual or other reason(s) for the appeal. Within twenty-one (21) calendar days of receiving an appeal, the Provost or their designee(s) shall hold a meeting at a mutually convenient place and time on a business day for discussion of the grievance. The Provost, or their designee, shall send a written answer to the parties within twenty-one (21) calendar days following this meeting. Any grievance filed by the Union on behalf of two or more Lecturers, or involving the dismissal of a Lecturer or a grievance against a Dean, may be initiated at Step 3.

Step 4: A grievance not resolved at Step 3 may be referred in writing by the Union for arbitration, provided that the Provost receives written notice of intent to arbitrate within thirty (30) calendar days following the issuance of the Step 3 answer. Such notice shall identify the grievance and the issue(s) and set forth the provisions of the Agreement involved and the remedy desired.

A. Following the written notice to the Provost, the University and the Union shall attempt to select an arbitrator. If an arbitrator is not selected within fourteen (14) days following receipt of the written notice, the parties shall request that the Federal Mediation and Conciliation Service (FMCS) furnish each party with an identical panel of seven (7) arbitrators who are members of the National Academy of Arbitrators, none of whom are employed by the University or the Union. Either party, before striking any names, will have the right to reject one (1) panel of arbitrators. If none of the arbitrators on the list are mutually agreeable, the arbitrator shall be selected from the list by alternately striking names, with the parties alternating which strikes first. The Union will be the first party to make the first strike.

B. The arbitrator will be notified of his/her selection by a joint letter from the University and the Union requesting that they set a time and place for the hearing, subject to availability of the University and Union representatives.

C. Not more than one (1) grievance may be submitted to or be under review by any one arbitrator at any one time unless the parties agree otherwise.

D. In grievances involving the corrective action/discipline or dismissal of a Lecturer, the arbitrator shall, in no case, have the authority to grant a remedy that includes an appointment or re-appointment of any duration and any financial remedies may not exceed the amount of compensation for the term of appointment the Lecturer held at the time the grievance was filed.

E. The decision of the arbitrator on any grievance submitted under this article shall be final and binding on all the parties.

F. The fees and expenses of the arbitrator, and the cost of any hearing transcript, shall be borne equally by the Union and the University. Each party shall be responsible for its own costs of presenting its case to the Arbitrator.

G. The Arbitrator shall have no authority to add to, subtract from, or modify, in any way, the provisions of this agreement.

Section 4. Procedural Arbitrability.

If either the University or the Union timely 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.

ARTICLE 9 – DISCIPLINE

Section 1.

The University reserves the right to take corrective action during the term of appointment, including but not limited to oral or written counseling, reprimand, and suspension for just cause. Further, the University may discharge a Lecturer during the term of appointment for just cause. A Lecturer may grieve such an action, suspension, or discharge through the provisions of Article 8 (Grievance and Arbitration) only within the time limits set forth in that section and any remedy that may be awarded to the Lecturer shall not extend beyond the terminal date of the original appointment or exceed the compensation amount the Lecturer would have earned from the date of discipline through the end of the original appointment. Just cause shall mean that there is a reasonable basis for the University's action, supported by the preponderance of evidence, and which basis is not arbitrary, capricious, or illegal, in light of all the circumstances.

Section 2.

At the discretion of the University, a Lecturer may be placed on paid administrative leave to permit the University to investigate alleged misconduct that may result in discipline. Being placed on administrative leave is not itself a disciplinary action and is not subject to the just cause standard.

Section 3.

The University will not discipline a Lecturer solely for engaging in activity that is protected by Section 7 of the National Labor Relations Act.

Section 4.

If the University calls a disciplinary meeting with a Lecturer that the Lecturer reasonably believes could lead to their being disciplined or discharged, the Lecturer shall have the right to request the attendance of a union representative at such meeting. The University will honor such request in accordance with the law under the National Labor Relations Act.

ARTICLE 10 – CLASSIFICATION AND PROGRESSION

Section 1. Teaching Tracks.

Appointments to teach during the regular portion of the academic year (autumn, winter, and spring quarters) are defined in this Article.

Lecturer appointments may be made into a position in one of the following Teaching Tracks, except as provided in Article 14, Assistant, Associate, and Professor of Practice in the Arts (PPA) Appointments. Each Teaching Track is mutually exclusive of the other, and Lecturers do not matriculate into one track by virtue of length of service in another track or any other consideration, except as provided below.

At the end of the term of appointment, employment by the University ceases unless the appointment is renewed, and failure to give or receive a notice of termination shall not give rise to any contrary presumptions or implications either as to (1) promotion, or (2) reappointment.

Teaching Track A[#] - Part-time Appointments

Part-time appointments are intended for appropriately credentialed non-tenure-track part-time academic appointees who are responsible primarily for contributing to the University's teaching mission. The criteria for progression are set forth in Article 16, Performance Reviews.

Lecturer 1A: The Lecturer 1A title is intended for non-tenure track appointees who teach on a per course basis in the Harris School of Public Policy, the Crown Family School of Social Work, Policy, and Practice, and the Divinity School.

<u>Appointment</u>	<u>Term</u>	<u>Qualifications</u>	<u>Timing for Progression</u>
Lecturer 1A	One or two quarters over a given academic year, renewable.	Terminal degree and/or professional experience in relevant field.	Should a Lecturer 2 position become available in the Harris School of Public Policy, the Crown Family School of Social Work, Policy, and Practice, or the Divinity School, a qualified Lecturer who applies for such a position shall receive good faith consideration. Should circumstances, unforeseen prior to the start of the autumn quarter, arise during the course of the academic year such that an appointee is unable to teach a previously scheduled course, the School may offer the course to a Lecturer 1A without converting the position to a Lecturer 1B or Lecturer 2.
Lecturer 1B	One, two, or three quarters over a given academic year, renewable.	Normally requires a terminal degree and/or teaching experience in relevant field.	(1) If a Lecturer has taught a minimum of 3 courses per year on per course basis, , for 2 consecutive academic years, the University will conduct a review to determine whether that Lecturer has met the progression criteria set forth in Article 16, Performance reviews. If the University’s review determines that the Lecturer has met the Progression criteria, the University will offer that Lecturer a Lecturer 2

			<p>appointment and will assign the appropriate additional courses or other duties.</p> <p>(2) If a Lecturer 1B has been employed in 3 consecutive academic years and has taught a minimum of 6 courses and if as of April 15 courses appropriate to the Lecturer’s qualifications or experience are available for assignment in the following academic year, the University will review to determine whether that Lecturer has met the progression criteria set forth in Article 16, Performance Reviews</p> <p>If the University’s review determines that the Lecturer has met the progression criteria, the University will offer that Lecturer a Lecturer 2 appointment and will assign the appropriate additional courses.</p> <p>If appropriate courses are not available as of April 15 but become available at a later date, the University may assign courses to the Lecturer according to the terms of section 11.5.B. If a Lecturer 1B has met the conditions for consideration for progression to Lecturer 2 under 10.2 but is not reviewed for progression</p>
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			<p>due to a lack of courses available as of April 15, that Lecturer shall be offered any appropriate courses which become available after September 1, prior to the course assignment procedure outlined in Article 13.3. If the resulting assignment corresponds to the course load of a Lecturer 2 (less professional development), and provided the University reasonably believes the courses will continue to be available for assignment to that Lecturer in the following academic year, then that Lecturer shall be reviewed for progression as soon as practicable. Upon completion of a successful progression review, title, corresponding responsibilities, and benefits of a Lecturer 2 shall be effective the first day of the quarter following acceptance of the Lecturer 2 appointment terms. Such lecturers successfully progressed to Lecturer 2 shall receive a one-time payment of 5% of their per course pay for each course taught between September 1 of the Academic Year in which the courses are assigned and the effective date of the Lecturer 2 appointment.</p>
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Lecturer 2	Assigned compensable duties in the 3 quarters of the academic year, for a minimum one-year appointment, renewable.	Normally requires a terminal degree and/or teaching experience in relevant field.	Reviewed for two-year appointments, no later than after one one-year appointment. Reviewed for three-year appointments no later than after completing one two-year appointment.
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Teaching Track B - Full-time Appointments

Track B is the progressive career trajectory for committed and appropriately credentialed non-tenure-track full-time academic appointees who are responsible primarily for contributing to the University’s teaching mission.

The criteria for progression are set forth in Article 16, Performance Reviews. A full-time Lecturer 3 who does not progress in the sixth year will have a terminal year seven appointment.

Should a full-time Track B position become available, qualified Lecturers who apply for such a position shall receive good faith consideration.

After the appointment of a Lecturer with a Track B appointment has been renewed one (1) time, at the time of the next renewal, should the Lecturer receive a satisfactory performance review, the criteria for which are set forth in Article 16, Performance Reviews, and should courses be available for assignment to the Lecturer in the responsible academic unit, then that Lecturer shall have the presumption of reappointment.

<u>Appointment</u>	<u>Term</u>	<u>Qualifications</u> [^]	<u>Timing for Progression</u>
Assistant Instructional Professor	One, two, or three year terms. Typically, initial terms of appointment will be for one, two, or three years. These	Normally requires a PhD.*	Reviewed for progression no later than in the 6 th year.

	<p>appointments shall add up to six (6) years total. In no case shall someone be on a one-year appointment for more than two (2) years, with the exception of a one-year term for the terminal seventh year or in conjunction with a performance improvement plan. Renewable for a maximum total of seven years.</p>		
Associate Instructional Professor	<p>4 years, renewable with no limit on the number of terms.</p>	<p>Normally requires a PhD in related field and minimum 6 years of relevant teaching experience.</p>	<p>May be reviewed for progression no earlier than the final year of their first term as Associate Instructional Professor.</p>
Instructional Professor	<p>5 years, renewable with no limit on the number of terms.</p>	<p>Normally requires a PhD in related field and minimum 9 years of relevant teaching experience.</p>	<p>N/A</p>

Section 2. Teaching Fellows

1. Introduction

- a. The position of Teaching Fellow was conceived and designed both as a kind of extension of graduate school with the intention to provide an incentive to University of Chicago graduate students to finish their PhD degrees in a timely manner (applications will be limited or judged on the basis of this criterion) and as a way to allow the University's graduates to improve their CVs, both in teaching and research, while they are on the job market.
- b. The Teaching Fellow positions are open only to the University's own current and very recent PhD students and are intended as transitional between graduate student status and full-time academic employment, typically in tenure-track jobs.
- c. These positions are full-time but will allow the Teaching Fellows time to prepare tenure-track and other job applications and to travel in connection with such applications (annual conferences, campus visits, etc.), time for which they are not compensated by the University.

2. Workload

- a. These positions involve teaching 4 courses per year, making progress on research (revising the dissertation for publication, writing articles, presenting at professional conferences, and other research activities potentially unrelated to their teaching); and developing competencies that further the Teaching Fellows professional goals. Depending on curricular needs, the academic unit will make reasonable efforts to assign the Teaching Fellow one course of their own design which meets those curricular needs. One course equivalent may consist of duties set forth in Article 11, Section 4(B)(a-d), (g), (i), (k), (m-o), and (q). The University will not abuse its discretion in considering a request from a Teaching Fellow for a reduction in the workload assigned; however, the University's decision in response to such requests shall be final.

These positions require the development of a teaching portfolio (typically with the guidance of the Chicago Center for Teaching).

- A. Teaching Fellows are appointed to a terminal two-year term, other than in the Department of Visual Arts where Teaching Fellows will be appointed to a terminal one-year term
- B. Teaching Fellows will be assigned work consistent with the clauses above;

C. Teaching Fellows will be paid on the following schedule:

Rank	AY 2021-2022	AY 2022-2023	AY 2023-2024
Lecturer 2 Teaching Fellow	\$46,920	\$48,093	\$49,536

D. Teaching Fellows are eligible for a minimum annual allowance of \$1000 to be used to support the Lecturer’s professional development. Professional development allowance funds awarded to Teaching Fellows do not fall within the definition of “Compensation” as that term is defined by the University’s Contributory Retirement Plan, and thus such allowance funds do not count toward the University’s contribution under such Plan. Unused funds shall not roll over from year to year.

E. Teaching Fellows will be classified as Lecturer 2 in the University’s system of record but will not be entitled to progression to multi-year contracts.

Section 3. Instructional Professor Phased Retirement

A Track-B lecturer who is an associate instructional professor or an instructional professor and who has at least fifteen years of full-time service at the University of Chicago, may submit a request for a renewable one-year Lecturer 2 appointment to their department chair or program head for submission to the Division and Provost. This appointment may be renewed for one (1) additional one-year term at the mutual agreement of the instructional professor and the department. Nothing in this provision precludes a unit from allowing the Lecturer 2 to participate in meetings or serve on committees. The Lecturer 2 will receive 50% of their full-time annual salary at the time of approval of the request for the duration of the one-year appointment.

Section 4. Temporary Positions

Nothing in this Article prevents the University from filling a temporary teaching need not to exceed two years with a non-renewable appointment, provided that the University include the non-renewable term of employment in the posting for the

position. These appointments will be made to fulfill non-recurring programmatic needs, such as external grant-funded teaching positions, coverage for sabbaticals and leaves, and other temporary teaching assignments. Such position will be classified as appropriate, but because the position is non-renewable the incumbent will not be eligible for progression.

Concurrently with posting such positions, the University shall notify the Union and shall provide evidence of the need for a temporary position.

^ Academic programs, at their discretion, may consider an appropriate degree, other than a PhD, and relevant teaching and/or professional experience as meeting qualifications for these positions.

* Academic units may, at their discretion, require at least one year teaching experience for this entry level position. Such requirement, if any, will be made known in the job posting.

For Teaching Track A, outside employment, including teaching appointments at other institutions, shall not constitute a conflict of commitment; provided that appointees in Track A fulfill their institutional responsibilities to the University, which includes disclosure of outside employment, including academic appointments at other institutions.

ARTICLE 11 – WORKLOAD, COURSES, DUTIES

Section 1. General

This article applies to all Lecturers except Professors of Practice, with respect to their appointments to teach during the regular portion of the academic year (fall, winter and spring), exclusive of summer appointments. These Lecturers are appointed primarily to contribute to the University's teaching mission. Such appointments require Lecturers to perform academic duties as set forth herein. Lecturers are expected to perform their duties well and to maintain high standards of professional ethics.

Relatedly, the parties are committed to continued meaningful involvement of Lecturers in the intellectual life of the University. Thus, the University welcomes and encourages the participation by Lecturers in workshops, seminars, exhibits, colloquia, and similar events sponsored by the academic units and open to all members of the University. The University also welcomes and encourages the

participation by Lecturers in appropriate workshops, seminars, conferences, and similar opportunities outside of the University.

Section 2: Definition: Courses

A. For purposes of this Agreement, a “course” is defined as the basic unit of academic progress toward the degrees granted by the University; this basic unit confers 100 units of credit toward that progress. Independent studies (including reading and research studies) that are designated as such at the time that students enroll in them, are excluded from the definition of “course” but may be considered as a factor in determining full-time workload as set forth in Section 3.

B. A “course” is most commonly delivered in the course of a single quarter, but may be taught over a longer or shorter period of time.

C. If a course has multiple sections, each credit-bearing section shall be considered a distinct course under Section 2(A) of this Article and for purposes of determining workload as set forth in Section 3 of this Article.

D. A course as defined in Section 2(A) of this Article will involve some combination of duties set forth in Section 4(A) of this Article, but will not include the duties set forth in Section 4(B) of this Article.

E. A course as defined in Section 2(A) of this Article and inclusive of duties set forth in Section 4(A) of this Article, shall account for 13 hours of effort per workweek; provided, however that such accounting of effort may be adjusted upward taking into consideration the academic discipline; high course enrollments; contact hours; instructor of record duties; student needs; laboratory teaching; field work; clinical duties; studio sessions; and discussion sections.

Section 3: Definition of Full Time Workload

A. The University and the Union agree that it is a complicated matter, affected by the nature of each academic unit and its programs as well as other factors particular to each field of study, to construct positions across the University all of the components of which together comprise a full-time position.

B. The University has the right in its reasonable discretion to set the workload of all Lecturers subject to the specific limitations in this Article. In no case will the University offer positions the scope of which has been determined in an arbitrary

and capricious manner. The University will determine the number and nature of specific tasks and broad responsibilities that comprise the workload of a Track B appointment, which will include responsibilities in the areas of teaching, academic advising, service to the department, program, Division, School and University and other duties as set forth in this Article. Every Track B Lecturer is expected to take the initiative to identify, report and when appropriate address the needs of the program or programs in which they participate. Every Track B Lecturer is expected to accept assignments throughout the work week during the normal hours of business at the University, provided that this provision not be interpreted to mean that Track B Lecturers are expected to be present on campus five days per week. However, Track B Lecturers are expected to fulfill their assigned duties during the full term of their appointment, even when classes are not in session.

C. The parties to this Agreement recognize that Track B Lecturers frequently have a level of engagement that flows from their having been assigned duties as set forth in Section 4.B of this Article. In view of that engagement, and subject to section 2E, and provided that the assigned courses do not have low enrollments as described in MOU regarding Low Enrollment Language Lecturers, an assignment of six (6) courses during the regular portion of the academic year (i.e., Autumn, Winter, and Spring quarters), along with the time necessary to maintain mastery in the subject matter of these courses through professional development, shall constitute approximately 7/9ths of the workload of a Track B Lecturer.

D. In determining the full workload of a Track B Lecturer (including the additional 2/9ths of work), the University, in its reasonable discretion, will take into consideration the courses assigned in section 3C, any instructional factors set forth in Section 2E, any team-teaching duties, the assignment of independent studies as set forth in Section 2A and any duties assigned from those listed in section 4.B of this Article. If the University determines that a Track B Lecturer assigned six (6) courses does not have a full-time workload, the University may assign one additional course to the Track B Lecturer.

If, in its reasonable discretion, the University determines that the courses assigned in section 3C, the duties assigned from Section 4B and the other factors listed in section 2E comprise more than a full-time workload of a Track B Lecturer, then the University shall reduce the number of courses assigned to that Lecturer.

Furthermore, the University will not abuse its discretion in considering a request from a Lecturer for a reduction in the number of courses assigned as part of the

appointment based on these duties and these factors; however, the University's decision in response to requests for course reductions shall be final.

Nothing in this Article prevents a Track B Lecturer from accepting additional course assignments above seven (7), at a compensation rate of at least one-ninth (1/9) of the Lecturer's annual salary or the per course compensation of a Lecturer 1B, whichever is greater; however, nothing in this Article obligates a Lecturer to accept the additional course(s).

E. Lecturers who currently teach fewer than 6 (six) courses shall not see an increase in their number of courses assigned during their current appointment (provided that the appointment is not without stated length of term).

Section 4: Duties

A. For purposes of this Agreement, duties related to the teaching of a course include the following types of activities:

1. Preparing to deliver classroom, studio, or lab instruction;
2. Delivering classroom, studio, or lab instruction at days, times, and locations determined by the University;
3. Meeting classes on time and holding classes for the full scheduled period;
4. Developing a course syllabus, or modifying or implementing an established course syllabus, that fulfills the curricular role of the course as determined by the University;
5. Developing coursework and assignments, or modifying or implementing established coursework and assignments, that further the educational goals established in the course syllabus;
6. Developing tools for evaluating student progress, or modifying or implementing established tools for evaluating student progress, relative to the educational goals of the course;
7. Grading student work and providing constructive feedback to students in a timely fashion;

8. Submitting student grades on the schedule established by the Registrar;
9. Responding in a timely fashion to electronic communication from students, colleagues and supervisors;
10. Maintaining and attending office hours, in accordance with unit guidelines, for which the academic unit offering the course is responsible for making suitable space available to the Lecturer;
11. As directed, providing guidance and support for the work of any course assistants, graders, interns, language assistants, lab assistants or other personnel assigned to a course;
12. Following all guidelines and directives of the 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 Lecturer before the beginning of the quarter in which the course is to be taught, unless such guidelines and directives violate or alter any of the terms or conditions set forth in this Agreement;
13. Attending training related to fire and safety, sexual assault and harassment, diversity, among other topics, as required by the University for all employees;
14. Attending course-specific pedagogical meetings as may be required by the academic unit(s) in which the Lecturer is appointed; and
15. Preparing student recommendation letters.

B. The University may assign non-classroom instructional or service duties. For purposes of this Agreement, such duties will qualify as course equivalents, in whole or in part, and will be considered in determining workload consistent with Section 3D. Such duties include the following:

- a. Advising student organizations;
- b. Proposing and designing course materials for courses the designing Lecturer has not yet been assigned to teach;
- c. Serving on decision-making committees, as may be required by the academic unit(s) in which the Lecturer is appointed.

- d. Coordinating the work for courses with multiple sections and personnel;
- e. Developing and managing a program of instruction;
- f. Program development and/or coordination;
- g. Serving as a designated advisor on undergraduate or graduate theses or projects;
- h. Chairing committees;
- i. Organizing conferences or workshops;
- j. Overseeing language assessments and language, or other, placements;
- k. Critiquing works of art, performances, designs and the like executed by students as part of program requirements, as may be required by the academic unit(s) in which the Lecturer is appointed;
- l. Developing, administering and grading graduate language exams as part of program requirements;
- m. Mentoring or precepting students not enrolled in a course for which the Lecturer is responsible;
- n. Providing career counseling to students as appropriate in view of the specific credentials and experience of the Lecturer;
- o. Independent Studies;
- p. Assisting in the delivery of instruction in a course for which the Lecturer is not the instructor of record; and
- q. Producing scholarship, engaging in outreach, and artistic practice.

Section 5: Track A Workload

- a. A Lecturer with a Track A Lecturer 1A appointment may teach no more than three (3) courses during the regular portion of the academic year (i.e., Autumn, Winter, and Spring quarters).
- b. A Lecturer with a Track A Lecturer 1B appointment may teach no more than four (4) courses during the regular portion of the academic year (i.e., Autumn, Winter, and Spring quarters).
- c. A Lecturer with a Track A Lecturer 2 appointment may teach no more than five (5) courses during the regular portion of the academic year (i.e., Autumn, Winter, and Spring quarters).

Section 6: Course Cancellation

A course cancellation shall not affect the Track or Rank of a Lecturer.

Section 7: Course Parameters

- a. Language instruction courses will be capped at a student enrollment of 15.
- b. The enrollment caps for Core courses taught by Lecturers shall not differ from the enrollment caps for Core courses taught by Statute 11.1 Faculty.
- c. For unanticipatedly high enrollments in courses not covered in Section 7(a) and (b), the University will provide the same accommodations as those provided to Statute 11.1 Faculty.
- d. A Lecturer may request an alteration of the time(s) and the day(s) during which the hours of classroom work occur for any course that the Lecturer has been assigned to teach so long as the altered time(s) and day(s) conform to the canonical hours established by the University, which may change from time to time in the University's sole discretion; however, nothing in this Article requires the University to grant such request. The University's decision about when, from among the canonical periods, a class is to be taught shall not give rise to a grievance.

Section 8: New Courses

- a. Any course not offered during the previous six (6) academic years shall be considered a new course.
- b. A Lecturer may propose a new course to their academic unit, subject to approval by the Chair (or Program Director) of the academic unit and the Dean of the relevant unit. If the academic unit approves the course, the Lecturer shall be given the right of first refusal to teach the course for the first time that it is offered. In such a case, the maximum enrollment of the course and all other matters pertaining to the course shall be determined by the academic unit, in consultation with the Lecturer. If the academic unit and the Lecturer cannot come to an agreement on the maximum enrollment and other matters, then the University may decide not to offer the course.

ARTICLE 12 – APPOINTMENTS

Section 1. General Provisions

The University retains the right to hire individuals to provide instructional services to its students. The University shall make every effort to hire highly-qualified individuals to perform such services, in accordance with the University's policies and legal obligations. This article applies to appointments and all renewals of appointments of all Lecturers other than Professors of Practice in the Arts.

Section 2. Appointments

An appointment or a renewal of appointment shall be made consistent with Article 10 Classification and Progression. Appointments may be proposed only by the Dean of the academic unit, or their designee, and must be approved by the Provost.

Section 3. Multi-Section Course Reduction

If there is a reduction in the number of Lecturers in a Department or Program due to a lack of sections in a multi-section course to assign, and there is more than one qualified Lecturer in the affected group who has taught the same course (as defined by course number and title) in any one of the two (2) previous academic years, then the reduction in workforce resulting from non-reappointment shall be in order of the Track and Rank of the Lecturer beginning with Track A Lecturer 1A or 1B, then Lecturer 2, then Lecturer 3, and so on. If the decision of whose appointment will

not be renewed is between two or more qualified Lecturers in the same Track and Rank, then the Lecturer with the shorter length of service will not have their appointment renewed, provided the reappointed Lecturer has an equal or better performance review.

The Union reserves the right to demand effects bargaining in such situations.

Section 4. Letters of Appointment

An appointment or renewal of appointment shall be offered to an individual by written notification as described in Section 5 Offer of Appointment, and shall include the following items:

1. The academic rank of the position;
2. The public title;
3. The term of the appointment (effective dates);
4. The name of the academic unit(s) in which the individual is appointed and will perform their duties;
5. Work load, inclusive of number of courses assigned;
6. Course assignments, if available. For appointments for a term of less than one year, the University will identify specific course assignments in the Letter of Appointment. For appointments for a term of one year or longer, the University may identify specific course assignments in the Letter of Appointment or may designate in the Letter of Appointment the areas of teaching expertise in which the chair or director of the program may assign courses to the Lecturer;
7. The total base salary;
8. Whether the position is funded, in whole or in part, by external sources;
9. Other compensation, if any;
10. Any duties assigned to the individual other than those enumerated in Article 11 Workload, Courses, Duties, Section 4A;

11. The name and position of the person(s) in the academic unit to whom the individual reports;
12. The due date of any annual report that may be required by the unit;
13. Notice that the appointment is to a position within the bargaining unit, and that the individual shall be a member of the bargaining unit upon their acceptance of the offer; and
14. A deadline for a response to the offer of an appointment and a statement that failure to accept the appointment or renewal of appointment before the deadline shall be deemed a rejection of the offer unless the individual has requested and received a written extension of this deadline. Such deadline shall be no less than fourteen (14) calendar days after the issuance of the Letter of Appointment.

Section 5. Offer of Appointment

1. An offer of appointment shall be made by electronic mail, using the email address supplied by the individual to the University.
2. The University shall issue the Letter of Appointment set forth in Section 4 to a Lecturer 1A no later than August 1.
3. The University shall issue the Letter of Appointment set forth in Section 4 to a Lecturer 1B no later than thirty (30) calendar days prior to the start of the appointment.
4. The University shall issue the Letter of Appointment set forth in Section 4 to a Lecturer appointed by the University to a term of one (1) year or more no later than sixty (60) calendar days prior to either the start of the appointment or the beginning of the Fall Quarter, whichever is sooner.
5. The parties recognize that unanticipated circumstances may require the University to issue a Letter of Appointment outside of the notice periods set forth in this Section. Such circumstances may include, but are not limited to:
 - a. A new course becomes available after the above deadlines have passed;
 - b. A new section becomes available after the above deadlines have passed;

- c. A vacancy is created by the unexpected absence, resignation or death of another academic appointee after the above deadlines have passed;
- d. An opening occurs as a result of an individual's having declined an offer of appointment;
- e. The University has the opportunity to engage an exceptionally qualified scholar, practitioner, or artist.

Under these circumstances, the University may offer an appointment after the notice deadlines set forth here without violating this Section.

Section 6. Inability to Fulfill the Terms of an Accepted Appointment

An individual who has accepted an appointment but who learns before the start of the appointment, or in the midst of their appointment, that they cannot fulfill the terms of the appointment shall inform the University within two (2) days of learning of their inability to fulfill the terms of the appointment.

Section 7. Academic Curriculum Oversight

Nothing in this Agreement shall prevent the University from modifying the title, description, or content of the course that a Lecturer has been appointed to teach. Nothing in this Agreement shall prevent the University from changing the grade assigned to a student by a Lecturer.

Syllabi, examinations, tests, essay prompts, and all materials, in any medium, created by a Lecturer for use in any course described in the Letter of Appointment shall be treated in the same manner as those created by faculty appointed under Statute 11.1 with respect to intellectual property rights.

Section 8. Probationary Appointments for New Hires

A Lecturer shall have a probationary period for their first three (3) quarters of employment or the first two (2) years of employment, whichever condition is met sooner. Lecturers shall have a new probationary period after three (3) consecutive academic years without an appointment. During this time, a Lecturer's employment may be terminated at any time, if in the University's sole discretion the Lecturer is not performing their duties in a satisfactory manner. Decisions made under Section

8 of this Article are not subject to just cause standards and/or the Grievance and Arbitration provisions of this Collective Bargaining Agreement.

ARTICLE 13 – LECTURER 1B AND LECTURER 2 NON-REAPPOINTMENT

Section 1.

As set forth in Article 10, Classification and Progression, no appointment or assignment creates any right, interest or expectancy in any further appointment or assignment beyond its specified term. Notwithstanding the foregoing, commencing with the first Fall Quarter after ratification of this Agreement, the University will give priority consideration to the renewal of appointment and assignment of a Lecturer 1B or Lecturer 2 to a course where the Lecturer has taught the same course, as defined by course number (excluding independent studies), during two (2) of the previous four (4) academic years. If the Dean in the offering academic unit determines that courses with different course numbers have substantially similar course content, they will be treated as the same courses for purposes of this Article.

Section 2.

Priority consideration means the University will renew a Lecturer 1B or a Lecturer 2 appointment and assignment as set forth above unless one or more of the following circumstances applies:

- a. Unsatisfactory teaching performance as indicated in the Lecturer 1B or Lecturer 2's performance review, subject to just cause standards;
- b. Misconduct, failure to meet responsibilities, or violation of University policy, subject to just cause standards;
- c. Rejection of the appointment by the Lecturer 1B or Lecturer 2;
- d. A decision by the University to no longer offer the courses taught by the Lecturer in two (2) of the previous four (4) academic years when there are no other courses available to be taught that the Lecturer is qualified to teach, as determined by the University;
- e. The course has historically been taught on a rotating basis between one or more Lecturer 1Bs.

- f. Elimination or downsizing of an academic unit or program and/or merging of an academic unit or program within another academic unit or program which eliminates the course taught by the Lecturer 1B or Lecturer 2 when there are no other courses available to be taught that the Lecturer is qualified to teach, as determined by the University;
- g. Elimination, decrease, or modifications in course offerings due to changes in curriculum requirements, or major or minor program requirements, which eliminate the course taught by the Lecturer 1B or Lecturer 2 when there are no other courses available to be taught that the Lecturer is qualified to teach, as determined by the University;
- h. The hiring of a Track B Employee, Statute 11.1 tenured or tenure-track Faculty member, or a bona fide spousal hire, that has the effect of reducing the need for a Lecturer 1B or Lecturer 2's services;
- i. The assignment of a graduate student when the assignment is necessary to fulfill degree requirements; or
- j. Financial exigency.

Non-reappointment based on factors (d), (f), (g), (h), (i), and (j) are at the University's reasonable discretion. Such decisions shall not be grievable except for the factual basis on which such decisions are based. The Union may request effects bargaining if a Lecturer 1B or Lecturer 2 is not reappointed under these subsections.

Section 3. Newly Available Additional Courses

An academically qualified, non-probationary Lecturer who has been employed in a Track A appointment (other than a Teaching Fellow appointment) in at least one of the preceding three (3) quarters of the academic year shall have the right of first refusal to teach any additional sections of courses or individual courses that become available within the same appointive unit after the date that Letters of Appointment have been issued (consistent with Article 12, Appointments) prior to any Track B Lecturer or newly hired Lecturers, provided the Track A Lecturer has a satisfactory performance review. Because more than one Track A Lecturer may be qualified for the same course, the academic unit will, by email communication, simultaneously call for assignments from all qualified Track A Lecturers, provide a due date for responses, and assign the course to the Lecturer who first responds in the

affirmative. If no responses are received within the time period provided for in the call for assignments, the academic unit shall offer the course to other lecturers who have previously taught substantially similar courses successfully in the past who are currently employed prior to assigning the course to an individual outside the bargaining unit, subject to any workload limitations set forth in Article 11, Workload, Courses, Duties.

ARTICLE 14 – ASSISTANT, ASSOCIATE, AND PROFESSOR OF PRACTICE IN THE ARTS (PPA) APPOINTMENTS

The Professors of Practice in the Arts are covered by separate statutes and policies, with separate procedures for renewal and advancement and with specific rights and responsibilities within the University. Therefore the terms of appointment, renewal, and promotion of Professors of Practice are covered by this separate Article.

Assistant, Associate, and Full Professors of Practice in the Arts (PPA) appointments are appropriate when there is a programmatic and intellectual place in the community for individuals who are accomplished practitioners in their fields, outstanding instructors of both undergraduate and graduate students, and participating citizens in the Department and Division. These individuals must have the following: evidence of excellence, recognition and high-quality output in the art form of their fields; a PhD, appropriate terminal degree, or equivalent professional experience; and demonstrated excellence in teaching. These appointment ranks are non-tenured positions.

Section 1. PPA Appointment Ranks and Term Information

A. Assistant Professor of Practice in the Arts

1. Term: Four years, renewable for an additional three years (in some cases a shorter additional term after renewal may prove more appropriate, provided such recommendations have been preceded by consultation with the relevant Dean); must be promoted to Associate Professor of Practice in the Arts or terminated after second term. The University shall notify the Assistant PPA of its promotion decision by December 15 of the final year of appointment, such that the final year of that appointment will be terminal if the PPA is not promoted.

2. Qualifications: Evidence or promise of excellence, recognition and high quality artistic output in the area of expertise; PhD, MFA, or other terminal

professional degree; evidence that the individual will be an effective teacher in their field; engagement and service to the pedagogical and intellectual work of the Department or appointive unit, the Division of the Humanities, the College, and the University.

B. Associate Professor of Practice in the Arts

1. Term: Five years and renewable without limit.
2. Qualifications: Demonstrated excellence, recognition and high quality artistic output in the area of expertise; promise of continued excellence and high-quality artistic output in the area of expertise five or more years beyond the PhD, MFA, or other terminal degree; evidence of significant professional development since the degree; demonstrated exemplary ability to teach the skills of their field; engagement and service to the pedagogical and intellectual work of the department or academic unit, the Division of the Humanities, the College, and the University.

C. Professor of Practice in the Arts

1. Term: Five years and renewable without limit
2. Qualifications: Professional achievement of the highest quality; broad recognition by experts in the relevant artistic field as evidenced by, e.g., reviews, exhibitions, performances, invitations to present; promise of continued production and excellence in the area of expertise; engagement and service to the pedagogical and intellectual work of the department or academic unit, the Division of the Humanities, the College, and the University.

Section 2. PPA Academic Responsibilities and Restrictions

PPAs teach the full regular faculty course load, currently four courses per year. Additional responsibilities include service such as departmental or Divisional committees, student advising, etc. Professor of Practice in the Arts may serve on or chair committees, serve as director of undergraduate and graduate studies, may be invited to supervise and participate in BA, MA, and MFA theses and exams, may be invited to participate in, but not supervise PhD theses and exams, and may vote on Department or Unit matters in the following areas:

1. All student matters, including but not limited to admissions, aid, curriculum, exams, and thesis advising;

2. Most Department/unit faculty and governance matters;
3. Recommendation of who is to serve as department Chair;
4. Serve on search committees.

Additionally, PPAs may not:

1. Serve as members of the University Senate;
2. Vote in the Department or Division on appointment, renewal, tenure, or promotion decisions for tenure-track and tenured faculty;
3. Chair search committees for tenure-track, tenured faculty, or Professors of Practice in the Arts;
4. Serve on review committees for other Professors of Practice in the Arts at or above their rank;
5. Vote in the Department or Division on renewal or promotion decisions for Professor of Practice in the Arts above their own rank;
6. Serve on the Humanities Policy Committee; or
7. Serve as principal advisors on PhD exams or dissertations

Section 3. PPA Institutional Resources

Professors of Practice are eligible to compete and apply for prizes, funding and research opportunities from all internal sources including international centers in the same manner as tenured and tenure track faculty with the exception of the Franke Institute. Nothing in this provision requires the University to create funding opportunities for practitioners of the arts or to set aside any funding opportunities exclusively for such practitioners.

Section 4. Review, Renewal, and Promotion of Professors of Practice in the Arts

The procedures for hiring and appointing Professors of Practice at all ranks closely replicates the procedures for the appointment of tenure-track faculty, but there are important distinctions to the renewal and promotion procedures.

A. Assistant Professor of Practice in the Arts

The Assistant Professor of Practice in the Arts is appointed for an initial four-year term, renewable for one additional three-year term (in some cases a shorter additional term after renewal may prove more appropriate, provided such recommendations have been preceded by consultation with the relevant Dean), and thereafter eligible to be considered for promotion to Associate Professor of Practice in the Arts or terminated and separated from employment with the University, with the seventh year of appointment serving as a terminal year.

1. **Renewal** depends on the teaching needs of the unit, an evaluation of the individual's contributions to the program, and continued budgetary authorization. There should also be a reasonable belief, at the time of renewal, that promotion to Associate PPA is likely at the end of the second term. Like all academic appointments, renewal is contingent upon final divisional and provostial approval.

a. The Chair's memo, which should reflect the criteria specified below, and should report on departmental deliberations and specific votes, indicating the names of those attending the meeting or voting by proxy. Members of the Faculty and Associate and Full PPA in the department discuss the case and vote.

b. Two internal supporting letters and (if available) a renewal committee's recommendation.

c. All course observations the unit has conducted over the duration of their appointment. All course observations will be conducted in accordance with the provisions in Article 16.5.

d. A cover letter from the candidate that focuses on artistic production, intellectual contributions, and teaching to the University of Chicago.

e. The candidate's current CV.

- f. All annual reports from the candidate's current term of appointment.
- g. Teaching evaluations.
- h. Sample work from the portfolio, with an emphasis on recent work.
- i. Reviews of the candidate's recent work or other evidence of recognition if available.

The evaluation process begins during the Spring quarter in the penultimate year of the candidate's term. At that time the Chair of the Department appoints a renewal committee, advises the candidate on assembling material for the dossier, and solicits a minimum of two internal reviewers who will assess the case. (External reviewers are not necessary.) By the end of the Spring quarter, the Department conducts a review of the candidate's dossier, the available internal letters, and the renewal committee's preliminary report. Should a Department determine that it cannot recommend renewal, the Chair will schedule a meeting with the Dean to discuss the notification process before contacting the candidate about the decision. By July 1, the Department submits the candidate's preliminary file (items (d)-(i)) to the Dean's and College Master's offices. In the Fall, the Department, having read the final version of both the letters and the renewal committee's report, should meet to discuss the case and decide on its recommendation. Submission date to the Dean's office for the complete renewal file (items (a)-(i)) is October 15. Candidates will be notified of the Provost's decision on December 15th. The Dean reviews the PPA renewal case, and sends the case to the Provost for approval. (The Policy Committee does not participate in PPA reviews.)

2. **Promotion** to the rank of Associate Professor of Practice in the Arts depends on the individual's accomplishments and stature in the field, and on an evaluation of the individual's contributions to the program. Like all academic appointments, promotion is contingent upon final divisional and provostial approval.

Criteria for promotion include both the individual's contribution to the specific program and the individual's ongoing professional accomplishments that enhance the reputation of the department and the arts profile of the University. Demonstrated excellence, recognition and high-quality artistic output in the area of expertise; promise of continued excellence and high-quality artistic output in the area of expertise; evidence of significant professional development since the degree; demonstrated exemplary ability to teach the skills of their field; engagement and

service to the pedagogical and intellectual work of the department or academic unit, the Division of the Humanities, the College, and the University.

Evaluation for promotion requires external letters (between four and eight) from experts in the field (some combination of fellow artists, critics, and scholars). External letters should address the work (in particular recent work) and the stature of the artist in the field. The promotion review also requires internal letters (at least three, one of which – solicited from outside the candidate’s home department or program – should speak to the individual’s contribution to the arts more generally).

The promotion file is analogous to the renewal file, with the addition of an extra internal letter and of the external letters. Moreover, in the case of promotion the candidate’s cover letter and the Chair’s memo should address the candidate’s profile beyond the University along with the candidate’s teaching and intellectual contributions to the University. Members of the Faculty and Associate and Full PPA in the department discuss the case and vote. The promotion schedule replicates the renewal schedule, with the submission date of October 15. Candidates will be notified by the Dean of the Provost’s decision on December 15th.

B. Associate Professor of Practice

The Associate Professor of Practice, like the Full Professor of Practice, may be appointed to a five-year term, renewable without limit.

1. **Renewal** depends on the teaching needs of the unit, an evaluation of the individual’s contributions, and continued budgetary authorization. Like all academic appointments, renewal is contingent upon final divisional and provostial approval.

Criteria for renewal include both the individual’s contribution to the specific program and the individual’s ongoing professional accomplishments that enhance the reputation of the department and the arts profile of the University. Demonstrated excellence, recognition and high-quality artistic output in the area of expertise; promise of continued excellence and high-quality artistic output in the area of expertise; evidence of significant professional development since the previous review; demonstrated exemplary ability to teach the skills of their field; engagement and service to the pedagogical and intellectual work of the department or academic unit, the Division of the Humanities, the College, and the University.

As with the renewal of the Assistant Professor of Practice, this renewal does not require external letters. The procedures, the file, and the schedule replicate those described above.

2. **Promotion** to the rank of Full Professor of Practice in the Arts depends on the individual's accomplishments and stature in the field, and on an evaluation of the individual's contributions to the program. Like all academic appointments, promotion is contingent upon final divisional and provostial approval.

Criteria for promotion include both the individual's contribution to the specific program and the individual's ongoing professional accomplishments that enhance the reputation of the department and the arts profile of the University. Professional achievement of the highest quality; broad recognition by experts in the relevant artistic field as evidenced by, e.g., reviews, exhibitions, performances, invitations to present; promise of continued production and excellence in the area of expertise; engagement and service to the pedagogical and intellectual work of the Department or appointive unit, the Division of the Humanities, the College, and the University.

Evaluation, in this case, requires external letters (between four and eight) from experts in the field (some combination of fellow artists, critics, and scholars). External letters should address the work (in particular recent work) and the stature of the artist in the field. The promotion review also requires internal letters (at least three, one of which – solicited from outside the candidate's home department or program – should speak to the individual's contribution to the arts more generally.)

The promotion file is analogous to the renewal file described above, with the addition of an extra internal letter, and of the external letters. Moreover, in the case of promotion the candidate's cover letter and the Chair's memo should address the candidate's teaching and intellectual contributions to the University. Members of the Faculty and Full PPA in the department discuss the case and vote. The promotion schedule replicates the renewal schedule, with the submission date of October 15. Candidates will be notified of the Provost's decision on December 15th.

C. Full Professor of Practice

The Full Professor of Practice may be appointed to a five-year term, renewable without limit.

1. **Renewal** depends on the teaching needs of the unit, an evaluation of the individual's contributions to the program, and continued budgetary authorization. Like all academic appointments, renewal is contingent upon final divisional and provostial approval.

Criteria for renewal include both the individual's contribution to the specific program and the individual's ongoing professional accomplishments that enhance the reputation of the department and the arts profile of the University. Professional achievement of the highest quality; broad recognition by experts in the relevant artistic field as evidenced by, e.g., reviews, exhibitions, performances, invitations to present; promise of continued production and excellence in the area of expertise; engagement and service to the pedagogical and intellectual work of the Department or appointive unit, the Division of the Humanities, the College, and the University.

As with the renewal of the Assistant and Associate Professors of Practice, this renewal does not require external letters. Members of the Faculty and Full PPA in the department discuss the case and vote. The procedures, the file, and the schedule replicate those described above for the Associate Professor of Practice.

ARTICLE 15 – SUMMER QUARTER COURSE ASSIGNMENTS

Section 1. General

No Lecturer with an appointment during the regular portion of the academic year shall be required to teach a course during the Summer quarter, unless the Lecturer has accepted an offer to teach such a course or has accepted a four-quarter appointment.

Summer quarter course assignments are made separate and apart from appointments to teach during the regular portion of the academic year. For Lecturers who have jobs that end in any given academic year before the following Summer quarter starts, such Lecturers may be eligible to apply for a summer quarter course job, which is separate and apart from their employment during the regular portion of the academic year.

The description of the bargaining unit found in Article 1 Recognition shall determine the unit membership of any individual who does not have an appointment to teach during the regular portion of the academic year and who receives an assignment to teach a course during the Summer quarter.

Any Lecturer with an appointment during the regular portion of the academic year who teaches a course during the Summer quarter in an academic unit covered by this Agreement shall be subject to all the terms and conditions of this Agreement, except as set forth herein.

The parties agree that two courses with the same title and credit are not substantially the same course if offered in an accelerated pace during the eight-week Summer quarter.

Section 2. Appointments and Title

If an academic unit covered by the Recognition Clause makes an offer of a course assignment to a Lecturer to teach during the Summer quarter, and such assignment is not part of the original Letter of Appointment, the assignment shall be made by a modification or amendment of the Letter of Appointment as described in Article 12, Appointments. This letter shall be sent to the Lecturer on a date consistent with date on which assignments are offered by letter to non-bargaining-unit individuals.

Summer quarter course assignments have no effect on the title, classification or eligibility for progression of a Lecturer who teaches during the regular portion of the academic year.

A Lecturer who teaches in an academic unit covered by this Agreement only during the Summer quarter shall receive the title Lecturer 1B, or 1A if assigned to teach in Crown, Harris or the Divinity School, and shall not be assigned any duties in addition to those required by the course(s) that they teach during the Summer quarter, unless by mutual agreement.

Section 3. Compensation

Beginning with the Summer 2019 quarter, compensation for assignments during the Summer quarter shall be at least the per-course compensation for a Lecturer 1A or Lecturer 1B designated in Article 21 Salary and Per-Course Compensation, provided that Track B Lecturers will be paid at 1/9 of their annual base salary up to a cap determined annually by the Summer Program, but the cap will be no less than \$10,000 per course.

Primary or co-instructors of record who teach in special programs during the summer that meet for a greater or fewer number of contact hours than a comparable

undergraduate course offered during the regular portion of the academic year will have their compensation adjusted proportionally.

If a course assignment is cancelled after the Lecturer has accepted it, the cancellation provisions in Article 22 shall apply.

ARTICLE 16 – PERFORMANCE REVIEWS

Section 1. Purpose and Applicability

The purpose of a Lecturer’s performance review is to support excellence in teaching by ensuring that the Lecturer’s efforts align with the University’s teaching mission and expectations for teaching practices of the highest quality, to ensure adherence to academic and professional standards, to assess overall performance and to encourage continued professional growth of the Lecturer.

As set forth herein, this article applies to all Track A and Track B Lecturers for purposes of improving instruction, determining the retention of Lecturers, determining progression under Article 10, Classification & Progression, in deciding upon teaching assignments, and for purposes of discipline and /or non-reappointment as set forth in Article 9, Discipline, Article 12, Appointments and Article 13, Lecturer 1B and Lecturer 2 Non-Reappointment.

Section 2. General Considerations

The guidelines and procedures described in this article shall be the sole and exclusive methods for reviewing the performance of a Lecturer. New Lecturers shall receive this information upon the start of their initial appointment. If the University does not conduct a performance review, then there shall not be any disciplinary action taken against the Lecturer (other than Lecturer 1As) for reasons of teaching performance. Nothing in this Article precludes the University from taking disciplinary action for reasons of misconduct or policy violations.

Section 3. Timing of Performance Reviews

A. The University will determine the frequency of performance reviews in each academic unit, provided, however, that:

1. The Crown Family School of Social Work, Policy, and Practice, the Harris School of Public Policy and the Divinity School may, in the University's discretion, opt out of providing performance reviews to Lecturer 1As;

2. The University will review the performance of Lecturer 1Bs before the expiration of the Lecturer 1B's probationary period, and will provide the Lecturer with a written report summarizing the results of such review within twenty-one (21) days of the completion of the review. Lecturer 1Bs eligible to be reviewed for progression to Lecturer 2 according to Article 10, shall be provided a written report indicating whether the Lecturer has met the progression criteria no later than July 1 of that year.

3. The University will review the performance of Track A Lecturer 2s and Track B Lecturers of all ranks during the final year of their appointment and provide the Lecturer with a written report as outlined in Section 4 below no later than May 15.

4. When a Lecturer is eligible to be considered for progression under Article 10, Classification and Progression, the University shall, during the academic year in which they are eligible to be considered for progression, review the Lecturer's performance for purposes of determining satisfaction of the Progression Criteria set forth in Section 4 below and shall provide the Lecturer with a written report as outlined in Section 4 below no later than May 15 of that year.

B. Nothing in this Article shall preclude the University from providing additional feedback or guidance to a Lecturer at any other time during the Lecturer's appointment regarding their performance.

C. In addition to providing feedback as part of the review procedures set forth in this Article, if a Lecturer's department chair or supervisor has concerns about the performance of a Lecturer at any time, they shall share those concerns with the Lecturer, and document those concerns for inclusion on the Lecturer's personnel file. A Lecturer's written response, if any, shall be included in the Lecturer's personnel file.

Section 4. Criteria for Performance Reviews and Progression

A. The specific criteria for the performance of teaching duties set forth in Article 11 Workload, Courses, Duties, may include, as determined by the University and implemented by the relevant unit, the following: command of the subject matter, ability to organize material and convey it effectively to students, successful planning

of courses and course material, ability to communicate course and curricular goals, ability to assist students in meeting learning objectives, effective interaction with students, appropriate assessment and evaluation of student learning and communication to students about their progress, collaboration with peers, oversight, direction and support of teaching assistants (as assigned to a Lecturer) and proficiency and growth in the subject field and in teaching methods.

B. Upon the start of their initial appointment, the University will provide the Lecturer with the reappointment and progression criteria used in their unit and a description of what constitutes fulfillment of those performance criteria. The criteria will remain publicly available throughout a Lecturer's appointment and prior to the start of each academic year, the University will notify all Lecturers of any changes to the criteria.

C. The University is committed to providing its students with instruction of the highest caliber and expects that Lecturers maintain excellence in the performance of their duties. Consistent with those principles, reappointment and progression within Track A or within Track B depend on the individual's accomplishments in the classroom, professional development, and on the performance of other assigned duties, if any. Criteria for promotion include the individual's contribution to the specific program where they are assigned to teach, professional accomplishments that enhance the student learning experience and the promise of continued contributions to the University's teaching mission, as demonstrated through the evaluation process conducted for the academic year prior to the progression action. The Lecturer's supervisor will include a statement in that performance review indicating whether the progression standard has been met so that the Lecturer has adequate notice and opportunity to respond.

D. Fulfillment of the above criteria is demonstrated through the evaluation process conducted in the academic year prior to the reappointment or progression action. The University will include specific statements in the performance review with feedback on the Lecturer's performance and will indicate whether the Lecturer's performance has fulfilled the criteria for reappointment or progression. Reappointment and progression are contingent on final divisional and provostial approval. In cases of non-reappointment or non-progression a designee of the cognizant dean and the Lecturer's supervisor will meet with the Lecturer to discuss the reasons for the decision. After receiving this written report and meeting with the cognizant dean and supervisor, the Lecturer will have the opportunity to schedule a meeting with the Provost or their designee.

E. Where applicable, a Lecturer shall also be subject to a review of their performance of non-classroom or service duties, as assigned in the Appointment Letter and/or as set forth in Article 11, Workload, Courses, Duties, Section 4.B. If no such review is conducted, the University stipulates that the performance of any such duties by the Lecturer meets the expectations for reappointment or progression.

F. The University shall evaluate the performance of a Lecturer's teaching duties (as set forth in Article 11, Workload, Courses, Duties, Section 4.A.) by considering the following primary sources of evaluation: classroom observations, student feedback (and the Lecturer's response to such feedback, if any), and a Lecturer's annual report. Additional sources may include the following: syllabi and applicable course materials, current CV, student assessment methods, letters from departmental faculty and other University of Chicago faculty as appropriate, letters requested by the academic unit from students familiar with the Lecturer's work, if any; compliance with instructional and non-instructional obligations (e.g., grading, student feedback), and adherence to academic and professional standards.

G. The University shall notify the Lecturer of the identities of the individuals performing the review three (3) weeks prior to the start of the review. If the University has good cause to substitute, it may do so and will inform the Lecturer of the change in a timely manner.

H. The Lecturer may submit a response to any review, and that response shall be appended to the review and included in their personnel file.

Section 5. Classroom Observations

A classroom observation shall be part of a Lecturer's performance review in accordance with the following procedures:

A. Each academic unit will identify an observer who has training, knowledge of the subject matter (to the extent possible), and experience appropriate to observe the Lecturer, and notify the Lecturer of the identity of the observer at least fourteen (14) calendar days in advance of a scheduled observation.

B. The time and date of the observation shall be designated in advance by mutual agreement between the observer and the Lecturer.

C. Observations shall be for full class periods, unless otherwise agreed to by both the observer and the Lecturer.

D. The observation may take place in person or, if the University, the observer and the Lecturer agree, through video recording.

E. Prior to the observation, the Lecturer may provide to the observer the framework, plan, and intent of the class.

F. The observer will prepare a written report within two (2) weeks of the classroom observation and submit a copy of the report to the academic unit head and the Lecturer. Upon request of the Lecturer or the observer, the observer will meet with the Lecturer within two (2) weeks of submitting the report to discuss the Lecturer's performance in the classroom during the observation and the content of the observation report.

G. A Lecturer may prepare a written response to the observer's written report within two (2) weeks of the Lecturer's receipt of the report and submit it to the observer and academic unit. Any such response shall be maintained as part of the report materials. The academic unit shall review the response with the Lecturer and may decide to conduct a new observation, or let the written report stand without modification.

H. In situations where a Lecturer is not the sole instructor or where teaching duties may be nontraditional and unsuited for classroom observation, the Lecturer and the academic unit shall, after first providing notice to the Lecturer, implement an appropriate substitute for classroom observation or forego the observation.

Section 6. Student Feedback

A. Every Lecturer shall have the opportunity to receive feedback from undergraduate students (unless no undergraduate students enroll in their courses), using University-approved course evaluation schedules, processes and forms, which may also include program-specific questions. Insofar as units make such processes and forms available for graduate students, Lecturers will have the opportunity to receive feedback from those students as determined by the unit. At the request of a Lecturer, any evaluation form(s) used by the academic unit will be made available to them before courses begin in a given quarter.

B. A Lecturer may add questions to the student feedback form in the same manner as Statute 11.1 Faculty.

C. Academic units shall give to a Lecturer the complete results of student feedback within thirty-five (35) calendar days following the end of the quarter. If distribution of evaluations is by paper copies, the units will provide paper copies to the Lecturer at no charge. If distribution is electronic, the Lecturer shall be notified of their availability online. The safeguards for the preservation of the anonymity of students who submit feedback shall be the same for courses taught by Statute 11.1 Faculty.

Section 7. Annual Reports

A. A Lecturer's annual report identifies and summarizes the Lecturer's activities, achievements, and/or professional growth relevant to their assigned duties, and any other information the Lecturer believes that the University should consider to be a contribution to the University's mission.

B. The due date of the annual report will be stated in the Lecturer's letter of appointment, in accordance with Article 12.4. The Lecturer may choose to submit a supplement to the annual report; however, not submitting a report where one is not required shall not be prejudicial. If the University has included in the terms of the appointment the date on which an annual report is due, no further notice shall be required.

C. If the University does not require an annual report, a Lecturer may submit an annual report to the academic unit and this report shall be considered as part of their performance review.

D. If, based on any annual report, the University believes improvement is needed in one or more areas, the University shall provide written feedback on a Lecturer's annual report, and provide it to the Lecturer not less than thirty-five (35) calendar days after the submission of the report.

E. Failure to submit a required annual report may result in an unsatisfactory review.

Section 8. Professors of Practice

Professors of Practice are subject to distinct evaluative and progression criteria, as set forth in Article 14. However, should the relevant academic unit determine that any Professor of Practice should be required to participate in a classroom observation, Section 5 shall apply. Sections 10-12 herein also shall apply to Professors of Practice.

Section 9. Unsatisfactory Performance

If a performance review indicates that a Lecturer's performance is unsatisfactory, the University may take disciplinary action against the Lecturer, including implementing a performance improvement plan, declining to renew the appointment of the Lecturer at the conclusion of the existing appointment, or terminating the appointment of the Lecturer.

Section 10. Performance Improvement Plan

Any performance improvement plan offered under Section 10 will be overseen by a supervisor who is a member of the Faculty (or their delegate) who will work with the Lecturer during the course of the improvement period. At the midway point of the plan, the supervisor and the Lecturer will review the Lecturer's progress in fulfilling the terms of the plan. The supervisor will then write a report regarding the Lecturer's progress in meeting plan objectives and include in the report a recommended outcome. The report will be provided to the Lecturer, and the Lecturer may provide a response to the report. The report and a response, if any, from the Lecturer, will go to the Dean of the academic unit for a decision on the outcome.

Section 11. Formative Evaluations

The University has resources to assist those assigned to teach to become more effective, and to learn and adopt best practices. Evaluations of teaching made for the purposes of professional development will not be used for performance evaluation. However, the University may institute mentoring programs and include in their expectations for a position that the Lecturer will participate in programs that the University makes available.

ARTICLE 17 – ACADEMIC FREEDOM

The parties acknowledge that the University is committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge. To this end, they agree to abide by the principles of academic freedom as expressed in the following statements:

Lecturers are simultaneously citizens, members of a learned profession, and employees of the University. As such,

1. Lecturers are entitled to freedom in discussing their subject, which may include material considered controversial, but they should be careful not to persistently introduce into their teaching material that has no relation to their subject.
2. When they speak or write as citizens, Lecturers should be free from institutional censorship or discipline. Lecturers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their assigned duties; but research for pecuniary return should be based upon prior arrangement with the University.
3. Academic freedom confers the right to criticize the society at large and, in a reasonable manner, the University. As members of a learned profession and employees of the University, Lecturers should remember that the public may judge their profession and the University by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the University.

ARTICLE 18 – ACCESS TO RESOURCES AND SERVICES

The parties have a common interest in ensuring that Lecturers have access to the information and support services necessary to fulfill their duties.

Section 1. General

The University will make available the following resources and services to Lecturers, at no cost to the Lecturers, during the course of their appointment for purposes of fulfilling the duties of their appointment:

- A. Information about a course to be taught by a Lecturer, which may include the syllabus, course goals, and course objectives;
- B. Existing handbooks, policies, guidelines, or procedures related to teaching, placing book orders, and submitting grades;
- C. Existing University-sponsored pedagogical and scholarly resources, training programs on teaching methods, grading criteria, and curriculum development;

- D.** For Lecturers 3, 4, and 5, the University will issue computers on the same schedule as other employees in the appointive unit;
- E.** Access to a computer for a Lecturer with an appointment as Lecturer 1A, Lecturer 1B, or Lecturer 2;
- F.** Photocopying and printing necessary to perform assigned duties;
- G.** Necessary office supplies;
- H.** Available classroom technologies;
- I.** Office space for a Lecturer to prepare for class, meet with students, and have a secure location to store materials necessary to perform their assigned duties;
- J.** Access to the University's library services, including but not limited to research databases, Scan & Deliver, and borrowing privileges, Interlibrary Loan, UBorrow, and BorrowDirect as set forth in the Library's Policy on Access & Privileges, as may be amended from time to time;
- K.** Internet access and standard online resources necessary to perform assigned duties;
- L.** An @UChicago.edu email address.

In accordance with University policies, which may be amended from time to time, a Lecturer who has accepted multiple discontinuous appointments shall continue to have access to email, library, and online services (as set forth in Paragraphs J-L) for a period of up to twelve (12) months between appointments.

The University will provide Lecturers an @UChicago.edu email address during academic terms in which they are teaching at the University and for so long as the University anticipates the Lecturer will be assigned to teach a course at the University that would begin within thirteen (13) months of the end of the Lecturer's most recent course assignment. This email address will be used by the University for communications with Lecturers. Use of University email addresses will be in accordance with University's Policy on Information Technology Use and Access, as it may be amended from time to time.

Section 2. Institutional Review Boards.

With the relevant Dean's approval, a Lecturer may submit research projects for Institutional Review Board (IRB) approval during the term of their appointment. As part of such submission, the Lecturer will have access to the same materials and support as Statute 11.1 Faculty.

Section 3. Principal Investigator Eligibility

Lecturers may be eligible to serve as principal investigator solely under the following conditions: (1) as co-investigator with an individual of appropriate rank, or (2) as principal investigator with approval from the Office of the Executive Vice President for Research, Innovation and National Laboratories. The procedure for application for principal investigator status is managed by University Research Administration (URA). Upon approval, principal investigators shall be granted access to resources to prepare, submit, and administer the grant in the same manner as Statute 11.1 Faculty.

Section 4. Teaching Awards

Nothing in this Agreement precludes a Lecturer from being nominated for and receiving any teaching awards for which they are eligible, including the Llewellyn John and Harriet Manchester Quantrell Award, as those awards exist from time to time.

ARTICLE 19 – INCLUSION IN THE ACADEMIC COMMUNITY

Section 1. Recognizing the differences among Divisions, Schools, and departments, including their size, structure, location within the University's structure, and needs, and recognizing the wide range of duties that Lecturers are asked to perform within those units, the University allows the leadership of academic units to invite Lecturers to participate in each unit's work. Such participation may include participating and/or deliberating in Division, School or department level meetings and decision-making committees, to provide feedback on curricular issues relevant to courses they teach or have taught.

Lecturer's participation in these types of meetings and activities may vary depending on the purpose of the meeting or activity. Divisions, the College, Schools, and departments shall independently exercise discretion as to who will be invited to meetings and activities sponsored by that academic unit, subject to approval by the

Chair or the Master of each Lecturer's primary unit. Nonetheless, a Lecturer who serves on a decision-making committee shall be permitted to attend and participate in any meeting of that committee and shall be permitted to vote on any decision made by that committee. A "decision-making committee" is one that makes decisions that neither require approval at a higher level nor require resources not under the control of the committee.

Section 2. Lecturers may submit suggestions to their academic unit to establish a new course or to change or modify any course to which a Lecturer has been assigned. However, failure by the academic unit to evaluate or adopt such suggestions shall not be grievable. Each department, School, Division, or Collegiate Division may institute a formal mechanism for the submission of course suggestions, but the lack of a formal mechanism shall not be construed as prohibiting a Lecturer from submitting suggestions to their Chair or Master.

Section 3. Lecturers will not be obligated to participate in any activities identified herein, and will not be separately compensated if they choose to participate in any activity identified herein.

ARTICLE 20 – PROFESSIONAL DEVELOPMENT

Section 1. General

The Union and the University agree and understand, as set forth in Article 11 Workload, Courses, Duties, that Lecturers with annual appointments are expected to engage in professional development activities and that their pay rates include compensation for (1) maintaining current subject-matter expertise in their respective instructional areas and (2) maintaining currency in best practices for student learning for purposes of delivering current knowledge in and out of the classroom.

Notwithstanding the foregoing, and notwithstanding that the University makes available certain professional development activities at no cost, the University shall commit funding for reimbursement of approved, allowable expenses to Lecturers as set forth in Sections 2-4 below, provided each Lecturer can demonstrate that a particular activity advances the Lecturer's performance of their teaching duties, as set forth in Section 5.

Section 2. Individual Professional Development Accounts

A. SSD, SSCD, PSD, Harris School, and BSCD

Each Lecturer with an appointment of twelve (12) months or longer in SSD, SSCD, PSD, Harris School, and BSCD shall be eligible for a minimum annual allowance to be used to support the Lecturer's professional development as follows:

- [Lecturer 2] - \$500
- [Lecturer 3] - \$1000
- [Lecturer 4] - \$2000
- [Lecturer 5] - \$3000

B. Crown Family School of Social Work, Policy, and Practice

1. Each full-time Lecturer with an appointment of twelve (12) months or longer in SSA shall be eligible for a minimum annual allowance of \$1000 to be used to support the Lecturer's professional development.

2. Beginning with the 2018-2019 fiscal year, the SSA shall establish a Professional Development Fund in the amount of \$10,000 to support the professional development of Lecturers appointed in Crown through the Crown Professional Development Program. This Fund shall be replenished at the start of each fiscal year; any unused funds shall not roll over.

C. Professional development allowance funds awarded under this Section 2 do not fall within the definition of "Compensation" as that term is defined by the University's Contributory Retirement Plan, and thus such allowance funds do not count toward the University's contribution under such Plan. Unused funds shall not roll over from year to year.

Section 3. Group Professional Development Account HCD/HD.

A. Beginning with the 2021-2022 fiscal year, the HCD/HD shall establish a Professional Development Fund in the amount of \$20,000 to which Lecturers 2, 3, 4, and 5 may apply for reimbursement of expenses related to their continued professional development. This Fund shall be replenished at the start of each fiscal year; any unused funds shall not roll over.

B. Professional development allowance funds awarded under this Section 3 do not fall within the definition of “Compensation” as that term is defined by the University’s Contributory Retirement Plan, and thus such allowance funds do not count toward the University’s contribution under such Plan. Such Unused funds shall not roll over from year to year.

Section 4. Group Professional Development Account (Consortium for Language Teaching and Learning “CLTL”).

A. For the duration of this Agreement, the College and the Humanities Division will provide a fund of \$25,000 annually to support the professional development of language lecturers (“CLTL Professional Development Fund”), which is jointly administered by the Humanities Division and the Humanities Collegiate Division. Language Lecturers 2, 3, 4, and 5 may apply for reimbursement of expenses related to individual curricular projects and professional development from the CLTL Professional Development Fund using established procedures, which the University may change from time to time.

B. Professional development allowance funds awarded under this Section 4 do not fall within the definition of “Compensation” as that term is defined by the University’s Contributory Retirement Plan, and thus such allowance funds do not count toward the University’s contribution under such Plan. Such Unused funds shall not roll over from year to year.

Section 5. Eligibility for Professional Development Funds.

In order to be awarded the funds set forth in Sections 2, 3, and 4 above, a Lecturer must apply for such funding, in the manner required by the academic unit awarding the funding, identifying the nature of the proposed activity, how such activity will enhance the Lecturer’s pedagogy or subject matter expertise in their respective fields, how the activity advances the University’s teaching mission and the Lecturer’s performance of their teaching duties, along with the expected expense of such activity.

Section 6. Professional Development Leave.

A. Leave

Every seventh year, a Lecturer shall be eligible to apply for a paid professional development leave of up to one (1) year if the Lecturer secures external funding

equal to or greater than their salary and benefits. The eligible Lecturer must apply for their Professional Development Leave by written request using the processes applicable to Statute 11.1 Faculty in the relevant Division, and, if granted, such leave will be taken under such terms and conditions applicable to Statute 11.1 Faculty in the relevant Division, except as otherwise provided herein. The decision to deny a leave request shall not be grievable.

The eligible Lecturer must apply for their Professional Development Leave by written request to the relevant Dean by January 15 of the academic year preceding the year in which the leave is requested. Such request must include a description of the nature of the proposed activity, how such activity will enhance the Lecturer's pedagogy or subject matter expertise in their respective fields, how the activity advances the University's teaching mission and the location where the professional development activity will occur. The decision to deny a leave request shall not be grievable.

B. Course Reduction

Beginning in AY 2021-22, full-time Lecturers with four or more years of service shall be eligible to apply for a one-course teaching reduction for the purpose of creating high-quality instructional material that could not be created without the course reduction. Lecturers accrue service for each consecutive academic year spent in-residence meeting their full responsibilities.

The eligible Lecturer must apply for their course reduction by written request to the relevant Dean by January 15 of the academic year preceding the year in which the course reduction is requested. The Lecturer may apply for subsequent course reductions at the earliest following four year of continuous service after the year in which a course reduction was granted. Such requests must include a description of the nature of the proposed activity, what materials will be generated by the extra time afforded, why such materials could not have been created without the course reduction, and how the activity advances the University's teaching mission.

Section 7. Maintenance of Professional Development Support

If at the time of contract ratification, a Lecturer has been provided with an individual professional development benefit that is more than what is proposed in this Article, or a different type of professional development benefit, the University will preserve that benefit for the term of this Agreement. Nothing in this Section precludes a Lecturer from seeking additional funds for which they may be eligible. Nothing

contained in this Article prevents Divisions, Schools or Departments from offering Lecturers professional development support in addition to the minimums prescribed by this Article.

ARTICLE 21 – SALARY AND PER COURSE COMPENSATION

Section 1. Track A Per Course Rates/Minimum Salaries

A. Post-ratification, classification as Lecturer 1A or 1B shall be determined on the basis of the current academic unit in which the Lecturer is assigned a majority of their courses. At its discretion, the University may choose to offer a Lecturer 2 appointment to a Lecturer who is not otherwise eligible for such an appointment, provided that such classification does not obstruct the appointment of any other Lecturer who is eligible for a Lecturer 2 appointment.

The minimum per course compensation for a Lecturer 1A or a Lecturer 1B shall be as follows:

	AY 2021-2022	AY 2022-2023	AY 2023-2024
Lecturer 1A & 1B	\$7,140	\$7,319	\$7,538

B. The minimum salary for a Lecturer 2 shall be as follows:

Workload	4 Courses or Course Equivalents	5 Courses or Course Equivalents
Salary	L1B Rate times 4.5	L1B rate times 5.5

C. The minimum salary for any Lecturer 2 with seven (7) or more years of service in a bargaining unit position shall receive the salary calculation described in section C above plus an additional 2%.

D. If the University desires to assign additional work to a Lecturer 1A or 1B that is outside of the scope of the terms of their appointment, the University will meet with the Lecturer 1A or 1B to mutually determine an appropriate compensation amount for such duties. If there is no agreement on the appropriate compensation, the Lecturer 1A or 1B will not be required to perform the work; Lecturer 1As and

1Bs will not suffer any adverse consequence solely based on the refusal to accept an assignment of additional work.

Section 2. Track B Minimum Salaries

A. This section concerns full-time Lecturers other than those with the title Professor of Practice in the Arts.

After the initial placement, any Lecturer 3 or Lecturer 4 promoted to the next highest rank shall be placed at the minimum salary of the promoted-to rank or receive a four percent (4%) increase over their current rate of pay, whichever is greater.

B. The rank and minimum salary for a Track B Lecturer shall be as follows:

Rank	AY 2021-2022	AY 2022-2023	AY 2023-2024
Assistant Instructional Professor	\$61,082	\$62,609	\$64,487
Associate Instructional Professor	\$65,969	\$67,618	\$69,646
Instructional Professor	\$71,400	\$73,185	\$75,381

Section 3.

A. If the current salary or per course compensation of any Lecturer exceeds that specified in this article, the salary or per course compensation of that Lecturer shall be eligible for a merit increase not to be less than 2% and not to exceed 4%, Decisions regarding merit increases are not grievable.

B. Nothing in this agreement shall preclude the University from offering any Lecturer compensation higher than that specified in this Article.

ARTICLE 22 – CANCELLATION FEES FOR LECTURER 1As, 1Bs

A Lecturer 1A or 1B who timely accepts an offer of appointment or assignment of a course will be paid a cancellation fee equivalent to twenty-five percent (25%) of the total course rate if the course assignment is cancelled within twenty-one (21) calendar days of the start of the course or after the first scheduled day of class. The University may assign the affected Lecturer an alternative course or course equivalent that the Lecturer is qualified to teach or perform rather than paying the course cancellation fee. If the Lecturer rejects the alternative assignment, the Lecturer shall not be entitled to the cancellation fee.

ARTICLE 23 – PPA COMPENSATION, PROFESSIONAL DEVELOPMENT

Section 1. Compensation

A. The minimum salary and minimum annual increases for a full-time Professor of Practice in the Arts shall be as follows:

Rank	AY 2021-2022	AY 2022-2023	AY 2023-2024
Assistant Professor of Practice in the Arts	\$72,870	\$74,692	\$76,932
Associate Professor of Practice in the Arts	\$78,699	\$80,667	\$83,087
Professor of Practice in the Arts	\$84,995	\$87,119	\$89,733

B. If the current salary of any Professor of Practice in the Arts exceeds that specified in this article, that Professor of Practice in the Arts shall be eligible for a merit increase not to be less than 2% and not to exceed 4%.

Section 2. Professional Development.

A. Each Professor of Practice in the Arts shall be provided with a minimum allowance of \$3,000 per year to be used to support professional development and/or artistic practice.

B. If, at the time of contract ratification, a Professor of the Practice has been provided with an individual professional development benefit that is more than what is proposed in this Article, or a different type of professional development benefit, the University will preserve that benefit for the term of this Agreement. Nothing in this Section precludes a Professor of the Practice from seeking additional funds for which they may be eligible. Nothing contained in this Article prevents Divisions, Schools or Departments from offering Professors of the Practice professional development support in addition to the minimums prescribed by this Article.

C. A Professor of Practice in the Arts shall receive an additional College research allowance of \$2000 for the first section of the College Core that they teach, and an additional \$4,000 for the second section of the College Core that they teach for up to \$6,000 per academic year.

D. Professors of the Practice in the Arts shall be eligible for a one course teaching reduction every fourth year for purposes of creating high-quality artistic output. The request for a teaching reduction must be supported by the description of the artistic endeavors, and how such endeavors will enhance the Professor's pedagogy or subject matter expertise in their respective field.

E. Professors of the Practice shall be eligible for the leave of absence set forth in Article 20, Professional Development, Section 6, under the same terms and conditions set forth therein.

ARTICLE 24 – UNIVERSITY OF CHICAGO BENEFITS

Lecturers are eligible for the following benefits according to the terms and conditions set forth in the applicable plan documents and summary plan descriptions which are summarized at <http://humanresources.uchicago.edu/benefits/index.shtml> and also summarized by Employee type below. In the event of a conflict between the summary below and the plan documents / summary plan descriptions, the plan documents / summary plan descriptions will control:

<i>Benefit Plan</i>	<u>Track B Lecturer; Professor of Practice</u>	<u>Teaching Fellows and Track A L2</u>	<u>Track A L1A and L1B (with 2 consecutive appointments and 50% effort)¹</u>	<u>All Other Track A L1A, and L1B</u>
Child Care Referral	•	•	•	•
Child Care Affiliates	•	•	•	•
Elder Care Referral	•	•	•	•
Staff & Faculty Assistance Program	•	•	•	•
Sick Leave	•	•	•	•
Child Bereavement Leave	•	•	•	•
FMLA (per statute)	•	•	•	•
Other leaves required by law (military leave , VESSA, workers' compensation)	•	•	•	•
Parental Leave²	•	•		
Holidays	•	•	•	•
Vacation	•	•		
Personal Leave	•	•		

¹ See notes at end of Article.

² See notes at end of Article.

<u>Benefit Plan</u>	<u>Track B Lecturer; Professor of Practice</u>	<u>Teaching Fellows and Track A L2</u>	<u>Track A L1A and L1B (with 2 consecutive appointments and 50% effort)¹</u>	<u>All Other Track A L1A, and L1B</u>
Short Term Disability	●	●		
Long Term Disability	●	●		
Long Term Care Insurance	●	●		
Medical (part time and full time rates apply)				Eligible for cash subsidy (see notes below)
Maroon Plan	●	●	●	
Maroon Savings Choice Plan	●	●	●	
University of Chicago Health Plan	●	●	●	
HMO Illinois	●	●	●	
Dental				
MetLife Copay	●	●	●	
MetLife PPO	●	●	●	
Vision				
VSP Base	●	●	●	
VSP Premier	●	●	●	
Flexible Spending Accounts				
Health Care	●	●	●	
Dependent Care	●	●		

<u>Benefit Plan</u>	<u>Track B Lecturer; Professor of Practice</u>	<u>Teaching Fellows and Track A L2</u>	<u>Track A L1A and L1B (with 2 consecutive appointments and 50% effort)¹</u>	<u>All Other Track A L1A, and L1B</u>
Health Savings Account (Only with Maroon Savings Choice plan)	●	●	●	
Life Insurance				
Basic	●	●		
Supplemental	●	●		
Spouse	●	●		
Child(ren)	●	●		
Personal Accident	●	●		
Business Travel Accident Insurance	●	●		
Adoption Assistance Program	●	●		
Educational Assistance Plan³				
Lab School Tuition Benefit (sliding scale for benefit depending on family income)	●			

³ Individuals with the title Senior Lecturer (“Legacy Senior Lecturers”) on the date of ratification will retain their eligibility for the Faculty Children’s Scholarship Plan (FCSP). The University reserves the right to modify, suspend or terminate the FCSP plan, provided that any such modification, suspension or termination is generally applicable to other similarly-eligible University employees who are eligible to participate in the plans on like terms. The Union expressly waives its right to negotiate concerning any such changes. If a Legacy Senior Lecturer takes a position outside the bargaining unit, they forfeit any grandfathering rights set forth here, even if the Legacy Senior Lecturer subsequently returns to the bargaining unit.

<u>Benefit Plan</u>	<u>Track B Lecturer; Professor of Practice</u>	<u>Teaching Fellows and Track A L2</u>	<u>Track A L1A and L1B (with 2 consecutive appointments and 50% effort)¹</u>	<u>All Other Track A L1A, and L1B</u>
University of Chicago College Tuition Remission	•	•		
Commuter Benefits	•	•		
Faculty and Staff Loan Programs (full time only)	•			
Retiree Medical Plan (per eligibility rules)	•	•		
Retirement Plans				
CRP	•	•		
SRP	•	•	•	•
457(b)	•	•		

Notes on Track A L1A and L1B (who are assigned at least 3 courses over at least 2 consecutive quarters) (“Health Insurance Eligible Track A Lecturers”):

1. Effective January 1, 2019, the University will offer Health Insurance-Eligible Track A Lecturers health insurance, dental insurance and vision insurance as shown in the chart above. Eligibility criteria are as follows:
 - a. Lecturer must be employed as a Health Insurance-Eligible Track A Lecturer on date of ratification and still employed in that capacity on January 1, 2019
 - b. Lecturer’s appointment must span at least two (2) consecutive academic quarters

- c. Lecturer's appointment must be 50% or more effort, which is defined as having an appointment with assignments to teach at least 3 courses (or course-equivalent duties) over two consecutive quarters
 - d. Lecturer must not otherwise be eligible for University of Chicago benefits
2. Once eligible for health, dental and vision insurance, the Health Insurance-Eligible Track A Lecturer will remain eligible until their employment ends or until they no longer meet the eligibility criteria above, whichever occurs first.
 3. Initial enrollment for Health Insurance-Eligible Track A Lecturers employed as of date of ratification will occur no later than January 1, 2019. The University will provide the Union with advance notice of the initial enrollment process.
 4. Following ratification, the University and the Union will confer for the purpose of agreeing to a list of Health Insurance-Eligible Track A Lecturers. The University and the Union will revise this list, if necessary prior to January 1, 2019.
 5. Track A Employees who do not meet the above eligibility criteria and who are not otherwise covered by another employer-sponsored plan may apply for a cash subsidy of up to \$350 per academic year in which the Track A Employee has an appointment, for purposes of offsetting healthcare costs.

Notes on Parental Leave:

For those who are eligible for Parental Leave as shown in the chart above, the Parental Leave benefit will be the same as Parental Leave for Faculty as stated in the Faculty/OAA Handbook: <https://provost.uchicago.edu/handbook/clause/parental-leave-full-time-faculty-and-senior-lecturers> Lecturer returning from Parental Leave will not be assigned three (3) courses in the quarter immediately following their quarter of Parental Leave, unless Parental Leave is taken in the Spring Quarter, but will be required to fulfill their appointed course load.

The University reserves the right to modify, suspend or terminate these benefit plans, to change plan documents and to add new plans, provided that any such modification, suspension or termination is generally applicable to other similarly-eligible University employees who are eligible to participate in these plans on like terms. The Union expressly waives its right to negotiate concerning any such changes. Any questions or disputes concerning insurance plans or benefit plans must be resolved in accordance with the dispute resolution procedures contained in those plans, and such questions or disputes are not subject to the grievance-arbitration procedure in this Agreement.

ARTICLE 25 – IMMIGRATION STATUS

Section 1. General

The University welcomes, and benefits from, talented educators, scholars and students from around the world.

Section 2. Temporary Immigration Status

If, after receiving an offer of employment, the candidate informs the University a sponsored visa is needed for lawful work status, the University shall determine in its reasonable discretion whether to sponsor the candidate and which non-immigrant visa is appropriate under all of the relevant circumstances, including but not limited to whether the need for the teaching will persist and the length of offered appointment. The University's decision to sponsor any temporary immigration status does not guarantee the Lecturer's continued employment with the University, and there is no guarantee that any visa status can be obtained for a sponsored Lecturer, as the process depends upon factors outside of the University's control.

Section 3. Permanent Immigration Status

The University shall sponsor a current Lecturer for Legal Permanent Residency (LPR) if the University determines in its reasonable discretion that sponsorship advances the University's plans to continue employment of the Lecturer, considering the relevant circumstances as determined by the University. If the University sponsors a Lecturer for LPR, the University shall pay for all associated costs of the sponsorship and application process for the Lecturer's application.

Nothing in this Article precludes a Lecturer from pursuing LPR status without University sponsorship. The University's sponsorship for permanent immigration status does not guarantee the Lecturer's continued employment with the University, and there is no guarantee that any visa status can be obtained for a sponsored Lecturer, as the process depends upon factors outside of the University's control.

Section 4. Procedures for Sponsorship

A. Lecturers on a H1B visa who desire LPR sponsorship must send written notification of the expiration date of the visa to the Associate Director of the Office of International Affairs (or designee), with a copy to the appointive unit, sufficiently in advance of the expiration of their visa to permit successful LPR processing without requiring premium processing. The University has no obligation to sponsor a Lecturer who, in its reasonable discretion, has not given sufficient advance notice to permit successful processing of the application.

B. Requests for sponsorship of an eligible Lecturer must be in writing and endorsed by the responsible Dean or Director, subject to the approval of the Office of the Provost.

C. Once the University has decided to sponsor a Lecturer for LPR, only it, and not an eligible Lecturer, may initiate the sponsorship process with USCIS.

D. The University will provide notice of sponsorship to the Union, when applicable.

Section 5. Travel Outside of the United States

Every Lecturer is solely responsible for the consequences of decisions to leave the United States. Any Lecturer who is unable to return to work because they are not authorized to leave a foreign country or to enter the United States may request an unpaid leave of absence for up to one (1) year in order to resolve any issues preventing their return to the United States. Such requests will be considered by the University in its reasonable discretion.

Section 6. Access to Grievance Procedure

Lecturers on University-sponsored, nonimmigrant visas shall have the opportunity to file a grievance at Step 2 of the grievance procedure and challenge the University's decision regarding termination or appointment. However, decisions made under Sections 2-5 of this Article shall not be grievable.

Section 7. Outside Legal Counsel

Outside legal counsel may represent the University and the sponsored Lecturer in immigration matters only if the University's Office of Legal Counsel provides prior written authorization.

Section 8. Hold Harmless

The Lecturer and the Union shall hold harmless the University and waive any and all claims, damages, losses, expenses or other cause of action for failure to secure any immigrant or nonimmigrant status for the candidate or Lecturer.

ARTICLE 26 – NO STRIKES /LOCKOUT

Section 1.

During the term of this Agreement, neither the Union nor a Lecturer will:

- a. instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, observation of picket lines at or near University premises;
- b. withhold or delay any grades or academic evaluations as a form of concerted activity (as defined under the National Labor Relations Act); or
- c. commit any other interference with or stoppage of work by a Lecturer.

Section 2.

In the event of a violation of Section 1 of this Article, the Union agrees to take reasonable steps that are within its power to induce Lecturers engaged in a strike or work stoppage in violation of the terms of this Agreement to return to work.

Section 3.

In the event of a violation of Section 1 of this Article, the University may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it. Any Lecturers engaging in any activity in violation of Section 1 of this Article are subject to immediate discharge.

Section 4.

During the term of this Agreement, the University agrees that it shall not lock out any of the Lecturers covered by this Agreement.

Section 5.

In the event of a violation of Section 4 of this Article, the Union may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it.

Section 6.

The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions of this Agreement.

ARTICLE 27 – SEVERABILITY

In the event any of the provisions of this Agreement are or shall become invalid, illegal, or unenforceable by reason of any Federal or State Law, Local Ordinance, Decision of any Court, or Ruling of any Federal or State Board, Agency, or other governmental entity such invalidity, illegality, or unenforceability shall have no force and effect and this Agreement shall be construed as if such provision(s) were not a part thereof, it being understood, however, that all other provisions of this Agreement shall not be affected thereby.

In such event, upon thirty (30) days’ notice from either side, the parties agree to bargain over any provision that has been invalidated.

ARTICLE 28 – TERM OF AGREEMENT

Section 1.

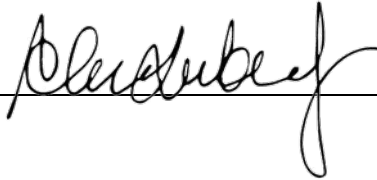
This Agreement shall be effective upon the first date on which both parties have executed this Agreement (“Effective Date”) and shall remain in full force and effect from the Effective Date through April 30, 2021. It shall continue from year to year thereafter unless written notice to terminate this Agreement is served by either party upon the other by certified mail, return receipt, and such notice is received no later than ninety (90) calendar days prior to the expiration date in which event this

Agreement shall terminate at midnight of April 30, 2021, unless renewed or extended by mutual written agreement signed by the parties.

Section 2.

This Agreement may be reopened for bargaining during its term only upon the mutual agreement of the parties to do so expressed in writing; and there shall be no duty incumbent on either party to make such agreement except as otherwise provided in Article 27, Severability.

For the University:



11/30/2021
Date

For the Union:



11/29/2021
Date

**Memorandum of Understanding Between
SEIU Local 73 and The University of Chicago**

For purposes of the spousal exclusion in the recognition clause, the parties understand that a bona fide spousal hire, who is excluded from the unit, is defined as a spouse or duly registered same-sex domestic partner (hereafter “spousal hire”) of a member of 11.1 faculty (hereafter “faculty member”) who meets one or more of the following criteria:

1. The faculty member and the spousal hire are in separate units, and the faculty member’s unit funds the position for the spousal hire;
2. The candidate being offered the faculty member position requires, and the spousal hire is offered a position, or the faculty member or the spousal hire is provided with written assurances regarding a position, prior to the time that the faculty member accepts the offer;
3. The faculty member demands, and the spousal hire is provided with an offer or written assurances regarding a position in exchange for being retained by the University.

The University shall notify the Union and shall provide documentation justifying its decision to exclude a spousal hire from the bargaining unit at the time the spousal hire is first hired and at every time the spousal hire is reappointed. The Union agrees to maintain any and all such documentation in confidence, and under no circumstances will the Union be entitled to compensation information for a spousal hire.

The appointment letter provided to the spousal hire shall include a statement that they will not be included in the bargaining unit and shall include a link to, or information about where to find, the Collective Bargaining Agreement.

For the University:

For the Union:





11/30/2021
Date

11/29/2021
Date

**Memorandum of Understanding
Regarding Workload of Low Enrollment Language (LEL) Lecturers**

WHEREAS, for purposes of this MOU, low-enrollment language (“LEL”) Lecturers are defined as Lecturers who, during the term of their appointment, teach fewer than thirty (30) students in an academic year;

WHEREAS, the University currently desires to offer LEL courses in order to support the research of Statute 11.1 Faculty in related fields and to fulfill programmatic educational needs determined by the University;

WHEREAS, the University continues, during the term of this Agreement, to determine in its sole discretion, that the delivery of any LEL course is necessary to support the research of Statute 11.1 Faculty; and

WHEREAS, the Union and the University agree that there exists a need for a suitably refined set of employment possibilities for Track B Employees who teach LEL courses;

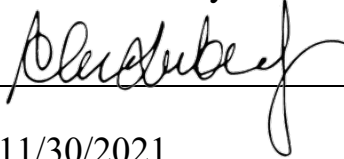
NOW WHEREFORE, Status as LEL Lecturer is determined upon ratification and thereafter at the review for reappointment. If enrollments are below thirty (30) students in the previous year for one-year appointments and in two years out of three for appointments of three (3) years or longer, then the Track B Employee will be subject to the terms of this MOU.

If a Lecturer meets the criteria of this MOU, then the Lecturer shall be assigned additional work as follows:

1. 4B duties that are equivalent to a course; or
2. A seventh (7th) course outside of the language instruction that the Lecturer is qualified to teach; or
3. Teach three (3) levels of the language in up to nine (9) courses without additional compensation; or
4. Any additional assignment of work agreed upon by the Lecturer and the academic unit.

Nothing in this MOU precludes the University from exercising its management right to determine what is taught, including determining whether to continue offering any given language.

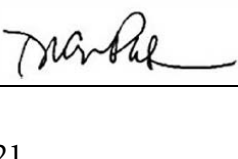
For the University:



11/30/2021

Date

For the Union:



11/29/2021

Date

Memorandum Of Understanding
between
The University of Chicago (“University”)
and
SEIU Local No. 73 (“Union”)

**Regarding Lecturer 1A Load in the Crown Family School of Social Work,
Policy, and Practice**

The parties to this Agreement acknowledge and agree that the Crown Family School of Social Work, Policy, and Practice may assign a Lecturer 1A up to one course in each of the three quarters of the regular portion of the academic year and acknowledge and agree further that such assignments do not convert the Crown Lecturer 1A into any other Lecturer rank within the bargaining unit.

The signatories to this Memorandum acknowledge full understanding and acceptance of the foregoing terms.

For the University:



11/30/2021
Date

For the Union:



11/29/2021
Date

Memorandum Of Understanding
between
The University of Chicago (“University”)
and
SEIU Local No. 73 (“Union”)

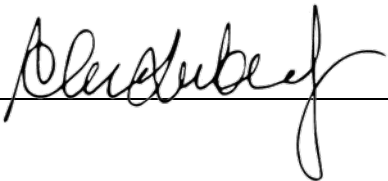
The parties agree that the rank and minimum salaries for Track B Lecturers in the Biological Sciences Collegiate Division (“BSCD”) shall be as follows:

Rank	AY 2021-22	AY 2022-23	AY 2023-24
Assistant Instructional Professor	\$69,655	\$71,396	\$73,538
Associate Instructional Professor	\$75,227	\$77,108	\$79,421
Instructional Professor	\$81,245	\$83,276	\$85,774

The signatories to this Memorandum acknowledge full understanding and acceptance of the foregoing terms.

For the University:

For the Union:




11/30/2021

11/29/2021

Date

Date

Memorandum of Understanding
between
SEIU Local 73 (“Union”)
and
The University of Chicago (“University”)
Regarding Teaching Fellows Assigned to Work in MAPSS

The University may offer Teaching Fellows to work in the Master of Arts Program in the Social Sciences (MAPSS) program. The University and the Union agree the terms and conditions of this position shall fall under the provisions of Article 10, Section 2 of the CBA with the following exception:

Teaching Fellows assigned to the Master of Arts Program in the Social Sciences (MAPSS) shall be assigned the following duties in each year of their two-year appointment:

Year one and two of the TF appointment –4 courses

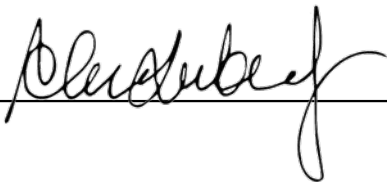
- a. MAPSS core course
- b. A course in the Program or a Department
- c. Advising for a thesis group (approximately 18 students)
- d. Serving on up to two program committees.

While (d) does not equal one course, (c) and (d) together will equate to two courses.

It is understood and agreed that the parties are entering into this MOU on a one-time, non-precedent-setting basis. Neither this MOU, the discussion that led to it, nor its underlying terms will be admissible in any grievance/arbitration, case, or any other legal proceeding. It will not be used as precedent or past practice for other bargaining unit members.

For the University:

For the Union:



11/30/2021

11/29/2021

Date

Date

Memorandum of Understanding
between
SEIU Local 73 (“Union”)
and
The University of Chicago (“University”)
Regarding Teaching Fellows Assigned to Work in MAPH

The University may offer Teaching Fellows to work in the Master of Arts Program in the Humanities (MAPH) program. The University and the Union agree the terms and conditions of this position shall fall under the provisions of Article 10, Section 2 of the CBA [**new TF section of the CBA**] with the following exception:

Teaching Fellows assigned to the Master of Arts Program in the Humanities (MAPH) shall be assigned the following duties over their two-year appointment:

2. Year one and two of the TF appointment –4 courses/course equivalents

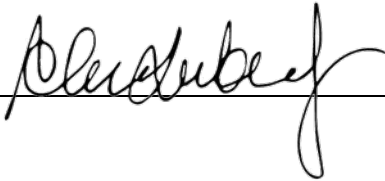
- a. MAPH core course – 1 section
- b. Thesis prep course – 1 section - Winter
- c. Thesis prep advising – 1 course equivalent - Spring
- d. d.i and d.ii together represent the equivalent effort of one course.
 - i. Academic and Career Counseling for a thesis group – no more than 12 students. This assignment accounts for the counseling a TF provides related to general academic life at the University, beyond the specific work on the theses of the TF’s thesis group, which is accounted for in (b) and (c) above.
 - ii. Assisting with organizing and leading the program’s social and academic events.

When a conflict exists, the above provisions shall supersede the provisions of Article 10, Section 2 of the CBA [**new TF section of the CBA**].

It is understood and agreed that the parties are entering into this MOU on a one-time, non-precedent-setting basis. Neither this MOU, the discussion that led to it, nor its underlying terms will be admissible in any grievance/arbitration, case, or

any other legal proceeding. It will not be used as precedent or past practice for other bargaining unit members.

For the University:



11/30/2021
Date

For the Union:



11/29/2021
Date