

**AGREEMENT**

**BETWEEN**

**UNIVERSITY OF CHICAGO**

**and**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73**

**from**

**September 1, 2021**

**through**

**August 31, 2025**

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## **PREAMBLE & PURPOSE**

The academic leadership of the College and the Union leadership value and respect the contributions Collegiate Assistant Professors 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 intend their relationship to be characterized by a spirit of respect, professionalism, collegiality and cooperation.

The purpose of this Agreement is to provide terms and conditions of employment for the CAP's covered by this Agreement. It is the intent of both the University of Chicago (hereinafter "the University") and Local 73 of the Service Employees International Union (hereinafter "the Union") to work together to provide and maintain satisfactory terms and conditions of employment and to prevent and adjust misunderstandings or grievances relating to employment. 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**

### **Section 1.**

Pursuant to the Certification of Representative, issued by the National Labor Relations Board in Case No.13-RC-164309 the University hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purposes of collective bargaining with respect to wages and other terms and conditions of employment for all Collegiate Assistant Professors, appointed to the faculty of the College under Statute 11.1.2 and also known as Harper-Schmidt Fellows, employed by the University of Chicago (hereinafter referred to as "employees," "CAPs," "members of the faculty of the College" "bargaining unit members," or "Bargaining Unit").

### **Section 2.**

The University and the Union agree that pursuant to the Certification of Representative the following employees are explicitly excluded from the Bargaining Unit: All full-time and part-time graduate and undergraduate academic appointees; all tenured faculty, tenure-track faculty, distinguished service faculty, research associates with or without parenthetical rank who are not teaching credit bearing courses, and emeritus faculty; all faculty in non-degree granting programs; all faculty teaching at locations other than the main campus; 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; instructors in the Financial Math and Computer Science masters programs; the Pritzker School of Medicine faculty not tenured or on the tenure track; the Graham School of Continuing Liberal Arts and Professional Studies appointees; the Booth School of Business appointees; the Law school appointees; the Urban

Teacher Institute and Urban Teach Education Program appointees; appointees paid by entities other than the University of Chicago (including governments and organizations), instructors who are employed by national laboratories managed by the University of Chicago, including Argonne Laboratory, Fermi Laboratory and instructors who are employed by the Marine Biological Laboratory in Woods Hole, MA (an affiliate of the University of Chicago); all administrators (including deans, directors, provosts, and chairs who may have teaching assignments); graduate students including those teaching courses in addition to a stipend; athletic coaches; 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 Act.

## **ARTICLE 2 - UNION MEMBERSHIP**

### **Section 1. CAPs**

All CAPs 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 CAPs to acquire and retain membership in the Union. The deductions will be made in accordance with Section 3 of this Article.
- C. All CAPs 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 CAP 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 CAP 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 CAP fails to pay within that thirty (30) day time period, and the Union so verifies in writing, the University shall discharge the CAP. However, no such discharge shall take effect during a quarter in which the CAP 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 CAPs 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 CAP covered by this Agreement has authorized checkoff of dues or fees, and provided that the CAP receives a paycheck in any given pay period, the University shall deduct such dues and fees from wages owed to that CAP

(excluding salary paid out under the University's Long-Term Disability plan), unless the authorization is revoked by the CAP in accordance with the terms set forth on the employee's checkoff authorization and contained in this section. Specifically, any CAP who wishes to revoke dues check-off must do so by giving written notice to both the University and the union during the time period not less than thirty (30) days and not more than forty-five (45) days before the annual anniversary date 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 CAP 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 CAP. CAPs 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 Union Committee on Political Education (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. CAPs 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 CAP's paycheck and remitted to the Union in accordance with the conditions set forth below. The Union shall certify to the University and the CAPs, in writing, at least once per year, the agency fee calculation. CAPs 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 CAP is included in that payroll but his/her 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 CAP is terminated for any cause from employment in the bargaining unit.
4. The University agrees to deduct and transmit to the COPE such sums from the wages of CAPs 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 CAPs from whom such deductions have been made and the amount deducted for each CAP. However, a CAP 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 CAP'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 CAP or CAPs for amounts deducted from wages because of the University's compliance with Article 2.

#### **Section 4. Remittance to the Union**

On or about the 1<sup>st</sup> 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**

#### **Section 1.**

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, including those covered by this Collective Bargaining 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 bargaining unit members and as each may be amended from time-to-time by the Board of Trustees; provided, however, that any such amendments do not violate 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.

## **Section 2.**

Management of the University is vested exclusively in the University. The Union agrees that, except as specifically abridged by this Agreement, 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, decide, direct, and control the University's mission, programs, objectives, activities, resources, and priorities; to establish enrollment standards and limits; to establish, administer, interpret 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, and assignments of CAPs; to establish, maintain, modify and enforce standards of performance, conduct, order, and safety; to evaluate, determine the content of evaluations, and determine the processes and criteria by which CAPs' performance is evaluated; to establish and require CAPs to observe University policies, procedures, rules and regulations, including any applicable policies, procedures, rules and regulations contained in University handbooks; to discipline or terminate CAPs for just cause; 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 work 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 and demotion of bargaining unit members; 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; to subcontract all or any portion of University operations. The University shall have the sole authority under this Agreement to exercise any and all such rights except to the extent, if any, of direct conflict between such exercise and an explicit written provision of this Agreement.

## **Section 3.**

Decisions involving academic matters, including but not limited to, curricular design, learning objectives of courses, who is taught, what is taught, how it is taught and who does the teaching, involve academic judgment and shall be made at the sole discretion of the University.

## **Section 4.**

The above enumeration of management rights is not exhaustive and does not exclude other management rights not specific herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the University.

## **Section 5.**

No action taken by the University with respect to a management rights shall be subject to the Grievance and Arbitration procedure in this Agreement unless the exercise thereof violates an express written provision of this Agreement.

## ARTICLE 4 - UNION RIGHTS

### Section 1.

CAPs shall have access to space on campus for the purpose of conducting Union meetings, subject to University procedures for employees regarding reservation and use of space.

### Section 2.

Union staff shall have access to 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 first notifies the Deputy Dean of the College for Academic Programs of the facility to be visited and the date of the visit. Both union staff and CAPs agree to comply with all University regulations and policies regarding the use of University facilities by third parties or employees, respectively, including following proper procedures for reserving meeting rooms.

### Section 3.

Each year, the Union shall provide a list of those CAPs 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. Such list will be periodically updated as needed, provided that the Union notifies the University of any changes in the personnel of those authorized to act on behalf of the bargaining unit members at least three (3) days in advance of the date such representative becomes so authorized to act.

### Section 4.

Union representatives shall be given time on the agenda of any orientation given to new CAPs. If no such orientation is given, the University shall provide information about union membership, as provided by the Union, to new CAPs.

### Section 5.

The University shall permit representatives of the Union to post notices of their meetings and other legitimate and appropriate Union activities specific to members of this bargaining unit on bulletin board(s) designated by the University for exclusive use by the Union. The University agrees to install a bulletin board in the "Faculty Lounge" on the third floor of Gates-Blake Hall, currently designated for the use of Harper-Schmidt Fellows, which will serve as the designated bulletin board for use as set forth in this Section E. Simultaneously with posting, the Union will send a copy of each notice to the Deputy Dean of the College for Academic Programs. Material posted to University bulletin board space will be appropriate to the workplace and identified as Union literature. The Union shall monitor the bulletin board(s) and shall promptly remove inappropriate or outdated material.

### Section 6.

Thirty-five days after the start of each academic year, 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**

### **Section 1.**

In recognition of the University and the Union's shared commitment to an ongoing collaborative relationship characterized by candid and effective ongoing communication, the parties agree to the creation of a joint labor-management collaboration committee ("Committee").

### **Section 2.**

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 its own representatives to the Committee.

### **Section 3.**

The Committee will discuss matters of mutual interest relating to the full range of working conditions, including issues tending to cause misunderstandings; provided, however, that the Committee shall not be used for the purposes of altering this Agreement or to discuss pending grievances/arbitration cases. Persons present at any Committee meeting may make suggestions to either the University or the Union or to both. However the University shall retain the final authority with respect to adopting suggestions made by the Committee. Designated representatives of the Union and the University shall suggest agenda items one (1) week prior to each meeting.

### **Section 4.**

The Committee shall meet at least once a quarter at a mutually acceptable date and time. Additional meetings may be held by mutual agreement.

## **ARTICLE 6 - HEALTH AND SAFETY**

### **Section 1. General**

CAPs and the University agree that safe working rules and practices are essential to promote health and prevent accidents on the job. Therefore, the CAPs and the University undertake to promote full recognition by every CAP of their responsibility to prevent accidents to themselves and 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 CAPS.

### **Section 2. Employee Compliance with Safety Rules**

All CAPs 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 the University's health and safety rules should be distributed to CAPs within fourteen (14) calendar days of their adoption and a copy sent to the Union.

**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 Faculty Handbook, 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, to conform with changes in the law and/or best practices.

**Section 2.**

The Union acknowledges that, like other University employees, bargaining unit members covered by this Agreement are subject to University policies prohibiting discrimination, harassment, and retaliation (referenced in Article 7 Section 1). The Notice of Nondiscrimination, and any amendments made thereto during the period of this Agreement, will govern and apply to bargaining unit members covered by this agreement.

**Section 3.**

The University shall not discriminate against any bargaining unit member 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. This procedure shall be the sole and exclusive means for the resolution of grievances under this Agreement, except that if a CAP is named in a complaint or asserts his or her own complaint under Title IX of the Education Amendments of 1972, the matter will be processed through the procedures in place at the University, and the University will make final determinations on whether or not discrimination has occurred and take any necessary action. The University's determination on Title IX complaints shall be final and non-grievable.
  
- B. Notwithstanding the availability of the formal procedures of this Article, an aggrieved CAP or a Union representative may choose to attempt to resolve an issue or disagreement

informally through discussion with the Collegiate Master and Core Chair. Unless agreed to by the parties under Section 2.B. of this Article, such informal discussion will not extend the deadlines for filing a written grievance.

- C. Nothing in this Agreement shall prevent a CAP 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 CAP 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. All grievances shall be filed in writing on a form mutually agreed to by the parties. An aggrieved CAP or the Union shall present a grievance within thirty (30) calendar days of when the aggrieved CAP or the Union knew or reasonably could have been expected to have known of the circumstances giving rise to the grievance. All grievances will contain a statement of the issue, the provision(s) of the Agreement at issue, the names of the CAP(s) affected, the date of the alleged action, and the specific relief requested.
- B. Time limits at each step may be extended by written mutual consent of the parties.
- C. A CAP is entitled to Union representation at any step outlined below, but may also decline representation.
- D. Only the Union may advance a grievance to arbitration.
- E. Any grievance may be initiated with the Provost at Step 3 (outlined below), by written mutual agreement of the Union and the Provost or his/her designee.
- F. Normally, the parties shall schedule grievance meetings so as to avoid canceling or rescheduling courses or requiring substitution. However, if a CAP must miss a class because they must attend a grievance meeting, the CAP shall be responsible for following the procedures in place in the College for rescheduling a class or obtaining a suitable replacement to teach the class.

## **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 CAP's Collegiate Master or designee within thirty (30) calendar days of when the CAP knew or reasonably could have been expected to have known of the circumstances giving rise to the grievance. The grievance shall be dated and signed by the CAP or the Union representative and comply with the requirements set forth above in Section 2.A of this Article. Within fourteen (14)

calendar days of submission of the written grievance, the Master shall meet at a mutually convenient time and place with the CAP 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 CAP to the Dean of the College, or the Dean's designee, within 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 his/her 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 CAP to the Provost or his/her designee within fourteen (14) 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 his or her 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 his or her designee(s), 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 CAPs, or involving the dismissal of a CAP 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. From this panel the parties will choose a single arbitrator to hear the grievance. In selecting this arbitrator, the following process applies. Either party will have the right to reject one (1) entire panel of arbitrators so long as they have not first exercised the right to strike names from the list. When presented with the second panel, the parties will select an arbitrator by alternately striking off names, and the parties will alternate 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 s/he 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 an Employee, 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 that exceed the amount of compensation or the term of appointment the CAP 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) If the arbitration involves a claim by the Union that a CAP has been discriminated against because of their union activity or membership, the Arbitrator will specifically address that issue in his/her decision, applying the law under the National Labor Relations Act.

(H) The Arbitrator shall have no authority to add to, subtract from, or modify, in any way, the provisions of this agreement, or to substitute his or her judgment regarding any academic judgment made by the University.

#### **Section 4.**

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 CAP during the term of appointment for just cause,



including but not limited to misconduct or unsatisfactory performance. A CAP may grieve such an action, suspension, or discharge through the provisions of Article 8 (Grievance and Arbitration). 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 relevant circumstances.

## **Section 2.**

At the discretion of the University, a bargaining unit member 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 bargaining unit member solely for engaging in activity that is protected by Section 7 of the National Labor Relations Act.

## **Section 4.**

In accordance with Weingarten Rights, a CAP has the right to request that a Union representative be present at a meeting called by the University with the CAP if the CAP reasonably believes that discipline will result from the meeting.

## **ARTICLE 10 - LAYOFF**

The University may terminate a CAP during the term of appointment based on the elimination or downsizing of an academic unit or program; a reduction in the number of courses or sections offered; a reduction in enrollment; other general curriculum modifications or needs; financial considerations that warrant reduction in the number of those employed to teach or the assignment of course work to full-time Faculty members or graduate students.

In the event of the elimination or downsizing of an academic unit, or a reduction in the number of courses or sections offered, the University will use its best efforts to place an affected CAP into another Core sequence, provided there is a need for instruction and the University determines, in its discretion, that the CAP is minimally qualified to teach in the available Core sequence.

## **ARTICLE 11 - APPOINTMENTS**

### **Section 1. Nature and Term of Appointment**

The term of appointment as Collegiate Assistant Professor shall be for four years. Appointment as a CAP shall be limited to one, non-renewable four-year term in the College and shall carry no future implication of eligibility for indefinite tenure or a right to be reviewed for

indefinite tenure. CAPs shall be appointed in the College, and may have a secondary departmental appointment.

At the end of the term of appointment, employment by the University ceases.

## **Section 2. Letters of Appointment**

Appointments may be proposed only by the Dean of the academic unit, or his or her designee, and must be approved by the Provost. Appointments shall be made to CAPs by written notification, including the following terms:

1. The academic title of the position;
2. The term of the appointment (effective dates);
3. The name of the program to which the CAP is assigned;
4. Course load;
5. Course assignments, if available;
6. The total salary; and
7. The name of the person(s) to whom the CAP reports.

## **Section 3. Notice and Acceptance of Appointment**

1. Offer letters shall be distributed by electronic mail, using the email address contained in the candidate's application for employment.
2. The appointment will not become effective unless the CAP accepts the appointment and its terms in writing.

## **Section 4. Academic Curriculum Oversight.**

The University has the right to exercise sole discretion over all matters related to the academic curriculum of the University. Nothing in this Agreement shall prevent the University from modifying the title, description, or content of the course that a CAP has been appointed to teach. Nothing in this Agreement shall prevent the University from changing the grade assigned to a student by a CAP.

Syllabi, examinations, tests, essay prompts and all other materials, in any medium, created by a CAP for use in a course are work for hire, and the property of the University. However, the University will not assert its right to exclusive control, but does retain the right to use, reuse, modify and exploit all such materials for non-commercial purposes.

## **Section 5. Termination.**

Nothing in this article prevents the University from taking disciplinary action during the term of appointment, up to and including termination, for just cause, as provided in Article 9, Discipline.

## **ARTICLE 12 - ACADEMIC FREEDOM**

### **Section 1.**

Academic Freedom is essential to the search for knowledge and its exposition. Academic freedom in teaching and research is fundamental, not only to advance knowledge, but also to protect the rights of the teacher in teaching and of the student in learning. It carries with it duties and correlative rights.

### **Section 2.**

In the classroom, a CAP is entitled to freedom in discussing the subject matter of the course. A CAP has the corresponding obligation to foster such freedom among students in their class.

### **Section 3.**

CAPs acknowledge that the “Core” is a program the substance and goals of which are determined by the University. A CAP’s pedagogy and exposition in the classroom in courses in the “Core” shall be guided by the course description and syllabus, learning outcomes determined by the College, Core curricular goals and planned instructional programming, requirements of effective teaching, adherence to academic and professional standards, and encouragement of the spirit of inquiry among students. CAPs may not substantially modify Core syllabi or lists of assigned texts without the prior written permission of the relevant Core Chair.

### **Section 4.**

If a CAP is offered the opportunity to teach a course of their own design, the University will not unreasonably interfere with the design of the course. Because the University and not the CAP awards credit, the University reserves the right to determine whether or not each CAP-designed course may be offered for credit.

### **Section 5.**

Consistent with the principles of the Stone Report, “The freedom to debate and discuss the merits of competing ideas does not, of course, mean that individuals may say whatever they wish, wherever they wish. The University may restrict expression that violates the law, that falsely defames a specific individual, that constitutes a genuine threat or harassment, that unjustifiably invades substantial privacy or confidentiality interests, or that is otherwise directly incompatible with the functioning of the University. In addition, the University may reasonably regulate the time, place, and manner of expression to ensure that it does not disrupt the ordinary activities of the University. But these are narrow exceptions to the general principle of freedom of expression,

and it is vitally important that these exceptions never be used in a manner that is inconsistent with the University's commitment to a completely free and open discussion of ideas.”

#### **Section 6.**

Outside of the University, a CAP shall not attribute their personal views, in speaking or writing, to the University, unless expressly authorized by the University, in writing, to do so. CAPs shall have full freedom to publish the results of their research.

#### **Section 7.**

Nothing in this Agreement shall prevent the University from modifying the title, description, method of delivery, or content of a Core course that a CAP has been hired to teach.

### **ARTICLE 13 – GENERAL TEACHING AND SERVICE DUTIES AND EXPECTATIONS**

#### **Section 1. General**

CAPs deliver instruction to the University's students, and such appointments require CAPs to provide professional efforts in performing academic duties as set forth herein. CAPs 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 CAPs in the intellectual life of the University. Thus, the University welcomes and encourages CAPs to participate in workshops, seminars, exhibits, colloquia, and similar events sponsored by the academic units and open to all members of the University.

#### **Section 2. Definitions**

For purposes of this Agreement, teaching duties include the following types of activities:

1. Delivering classroom, studio or lab instruction at days, times and locations determined by the University;
2. Preparing to deliver classroom, studio or lab instruction;
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 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;
8. Submitting student grades on the schedule established by the Registrar;
9. Maintaining and attending office hours, in accordance with unit guidelines;
10. Responding to student inquiries regarding class requirements, expectations and materials;
11. Following all University guidelines and directives including but not limited to those regarding the submission of syllabi and grades;
12. Providing prompt feedback on student performance;
13. Attending Core sequence meetings or other meetings as may be required by the program in which the CAP is appointed to teach;
14. Attending training, including course specific pedagogical and/or administrative meetings as may be required by the program in which the CAP is appointed to teach, and training related to fire and safety, sexual assault and harassment, diversity and other topics as required by the University for other employees;
15. Critiquing student works of art, performances, designs and the like, as may be required by an appointing academic unit.

### **Section 3. Expectations**

CAPs are expected to be familiar with and abide by all written policies and procedures of the University and of the program in which he or she is appointed to teach. CAPs are responsible for the maintenance of good order and the observance of all University rules, regulations and policies regarding students.

The duties set forth in Section 2 of this Article comprise the intrinsically academic duties that all CAPs may be expected to perform, whether or not such duties are expressly enumerated in the CAP's appointment letter; provided, however, nothing in this Article precludes an academic unit from enumerating other duties in the individual appointment letter provided to an individual CAP consistent with the academic discipline the CAP is appointed to teach.

### **Section 4. Participation in Ruling Bodies**

CAPs' eligibility to participate in the University's ruling bodies shall be determined by the University Statutes.

## ARTICLE 14 – ACCESS TO RESOURCES

### Section 1. General

The University will provide CAPs with access to the following existing resources, at no cost to the CAPs, during the course of their appointment for purposes of fulfilling duties of their appointment:

- A. Information about a course to be taught by a CAP, 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 resources, training programs on teaching methods, grading criteria, and curriculum development;
- D. Photocopying and printing necessary to perform assigned duties;
- E. Necessary office supplies;
- F. Available classroom technologies;
- G. Office space for a CAP to prepare for class, meet with students, and have a secure location to store materials necessary to perform their assigned duties;
- H. Access to the University's library services, including but not limited to research databases, Scan & Deliver, 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;
- I. On campus internet access necessary to perform assigned duties;
- J. An @UChicago.edu email address.

### Section 2. Website

The UChicago Society of Fellows website will host a Society of Fellows faculty webpage for each CAP, including a photograph, title, contract information, and a biography provided by the CAP and subject to approval by the Dean of the College or his designee, prior to the beginning of the Academic Year of the first year of appointment. Nothing in this Agreement precludes a CAP from seeking approval by the appropriate Department administrator to be identified on the Department's website.

## ARTICLE 15 - EVALUATIONS

### Section 1.

- A. As determined by the College in its discretion, the specific criteria for the performance of duties set forth in Article 13, Section 2 and established by each academic unit may include or address, but is not necessarily limited to, 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 and achieve appropriate student learning goals, effective interaction with students, growth in the subject field and in teaching methods, compliance with University and College policies and procedures and performance of required non-instructional duties where applicable.
- B. As determined by the College in its discretion, the evaluation may include, consideration of any of the following: the CAP's annual report, student evaluations (and any CAP response to those evaluations), syllabi and applicable course materials, current CV, assessment methods, in-class teaching observations to evaluate teaching effectiveness, letters from College faculty and other University of Chicago faculty as appropriate, personal statements or dossiers or portfolios submitted by CAPs (including, as the CAP may see fit, anonymous copies of student work demonstrating instructor feedback), review of instructional and non-instructional obligations (e.g., grading, student evaluations), and adherence to academic and professional standards and University and College policies and procedures. Except when student evaluations contain allegations of misconduct or non-compliance with policies and rules, student evaluations will not be relied upon in isolation to measure teaching performance.

### Section 2.

The College will conduct Teaching Evaluations set forth in Article 15, Section 1 at least once in the first two years of the appointment.

### Section 3.

Nothing in this Article prevents the College from providing feedback to CAPs on their teaching performance on a more frequent basis, as may be necessary. If the College has concerns about the performance of a CAP at any time, the unit shall share those concerns in a timely way with the CAP.

### Section 4.

CAPs shall have access to complete copies of student evaluations, if available. The College shall protect the identities of students who participate in evaluations.

## **Section 5.**

When classroom observations are a part of the Teaching Evaluation set forth in Article 15, Section 1, the evaluator will provide at least seven (7) calendar days' notice to the CAP being observed. The CAP may request a new observation date based on pedagogical considerations; however, the final decision as to the date of observation rests solely with the College. Prior to the observation the CAP may provide to the observer the framework, plan, and intent of the class. If the College prepares a written report of the classroom observation, the academic unit will provide a copy of the report to the CAP, in response to which the CAP may provide (in a timely way) additional written information or reflections about the class that was observed. The CAP's response, if any, will be appended to the observation report and provided to the person conducting the review. Observations shall be for full class periods, unless otherwise agreed to by the observer and the CAP. Nothing in this section shall limit the ability of the College to supervise CAPs or to informally observe a CAP's class with 24-hour notice.

## **Section 6.**

CAPs shall be reviewed by their Core Chair, or their Master if the Core Chair is not available.

## **Section 7.**

Once per academic year, the College will notify CAPs of their obligations to submit an activity report and the date such report is due according to the specifications provided in the College's guidelines. The activity report will identify and summarize the CAP's performance and achievement relevant to their assigned duties during the current year of teaching. At the discretion of the College, failure to submit the activity report may preclude pay increases.

## **Section 8.**

The College may initiate termination proceedings under Section 11.4 of the University Statutes, or take corrective action, including but not limited to oral or written counseling, reprimand, remediation or suspension, against a CAP for misconduct, poor performance, failure to discharge the CAP's duties or for other just cause, consistent with the discipline procedures outlines in Article 9 and the grievance procedures outlined in Article 8.

## **Section 9.**

Any remediation plan implemented under Article 15, Section 8 will be overseen by a supervisor who is a member of the Faculty and who will work with the CAP during the course of the remediation period. Others may also be identified and included in a remediation plan to work with the CAP during the remediation period. At the midway point of the remediation plan, the Faculty supervisor (or his/her designee) and the CAP will review the CAP's progress in fulfilling



the terms of the remediation plan. The Faculty supervisor/designee will then write a remediation report regarding the CAP's progress in meeting plan objections and include in the report a recommended outcome of the remediation. The report will be provided to the CAP, and the CAP may provide a response to the report. The report and a response, if any, from the CAP, will go to the Dean of the College for a decision on the outcome of the remediation.

#### **Section 10.**

The CAP may submit a timely response to any review, and that response shall be included in his or her personnel file.

#### **Section 11.**

CAPs shall have access to the content of their Teaching Evaluation. Access to the contents of a CAP's Teaching Evaluations shall be limited to the CAP, the Core Chair, the Master, and the University Administration.

### **ARTICLE 16 - WAGES AND BENEFITS**

#### **Section 1. Wages**

CAPs shall be paid in accordance with the following wage schedule. A wage increase shall apply to the first paycheck of the academic year of a CAP's appointment, beginning in September 2021. A CAP's yearly salary shall be as follows:

1<sup>st</sup> Year: September 1<sup>st</sup> 2021-August 31<sup>st</sup> 2022: \$75,200 (4.0%)  
2<sup>nd</sup> Year: September 1<sup>st</sup> 2022-August 31<sup>st</sup> 2023: \$77,832 (3.5%)  
3<sup>rd</sup> Year: September 1<sup>st</sup> 2023-August 31<sup>st</sup> 2024: \$80,166 (3.0%)  
4<sup>th</sup> Year: September 1<sup>st</sup> 2024-August 31<sup>st</sup> 2025: \$82,571 (3.0%)

#### **Section 2. Allowances**

##### **A. Professional Development Allowance**

Each CAP will be provided with an annual allowance in the amount of \$6,250 to be used to support the CAP's professional development. CAPs shall be responsible for demonstrating the proper use of the professional development allowance funds by submitting requests for allowable expenses and an explanation of use of funds on a form maintained by the College. Whether an expense is allowable is determined by Financial Services, in accordance with rules that apply across the University. If an expense is judged not to be allowable according to these rules and is not reimbursed, the Union expressly waives its right to negotiate such judgment. Approved requests may be made using the GEMS credit card issued to the administrator of the Society of Fellows, or a CAP may be directly reimbursed for allowable expenses. Professional development allowance funds provided by this Section 2.A 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.

#### B. Publication Allowance

CAPs who attain a contract to publish a manuscript shall be eligible for a publication allowance up to \$1,750 to be used solely for purposes of defraying publication costs. This subsidy will be taxable income to the recipient. Applications for this subsidy shall be submitted to the Dean of the College, or his designee, with verifiable documentation of a publication contract.

Publication allowance funds provided in this Section 2.B. 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.

### Section 3. Research Leave

- A. A CAP shall be eligible for a one-quarter leave of absence, typically to be taken in the Spring Quarter of the third year of the appointment, to pursue scholarly activity ("Research Leave"). The CAP must apply for their Research Leave by written request to the Dean of the College, including the nature of the scholarly activity and the location where the scholarly activity will occur. A CAP may apply for Research Leave for a different quarter, but the decision to grant Research Leave in any quarter other than Spring Quarter in the third year remains within the College's discretion. All Research Leave requests must be approved by the Office of the Provost. CAPs will not be eligible for Research Leave in their first year.
- B. During their Research Leave, a CAP remains employed full-time and thus, remains "in residence" with the University. Accepting employment, a fellowship or an apprenticeship for wages, a salary or other remuneration during a period of paid leave is grounds for dismissal and any CAP who is determined to have accepted and begun such outside employment, fellowship or apprenticeship during a paid leave of absence shall return to the University all salary, benefits and reimbursements paid by the University during that the portion of the leave period during which the CAP received outside remuneration. Nothing in this paragraph prevents a CAP from seeking and obtaining external funding, solely for research and writing, if the CAP is granted a second research leave of absence as set forth in Article 16, Section 3.D.
- C. Each CAP may teach up to two approved courses of their own design outside the Core curriculum. The timing of each such course must be coordinated with and approved by the CAP's Core Chair, so as to ensure sufficient staffing for the Core sequences. Assuming approval, the first such course may be scheduled during the second, third or fourth year of their appointment, and the second such course cannot be scheduled in the same academic year as the first such course. If a CAP chooses to teach their own course, they will receive one Core course release during that Quarter of the appointment.

D. CAPs may choose one of two options to devote additional time to research in the Spring Quarter of their fourth year. CAPs may waive the opportunity to teach one of the courses of their own design, as set forth in Article 16, Section 3.C, still receiving in that quarter their full salary for teaching only one section of their Core course. Alternatively, CAPs may apply for a second research leave, with no teaching obligation in the Spring Quarter of the fourth year. Applications will be due by the fifth week of the Fall Quarter to the College Executive Committee, comprised of senior faculty. The Committee will evaluate applications based upon demonstrated progress toward publication and research promise. Applicants granted leave under this provision will be paid at a rate equivalent to 50% of their salary during the Spring Quarter.

#### **Section 4. Time Off**

As summarized in the Faculty Handbook, CAPs are eligible for leaves including:

1. Child Care Leave and Care Giver's Leave
2. Parental Leave
3. Short-Term and Long-Term Disability leaves

The University reserves the right to modify, suspend or terminate these leave programs and to add new leave programs provided that any such modification, suspension, termination or addition is generally applicable to University faculty who are eligible for these programs. The Union expressly waives its right to negotiate concerning any such modification, suspension termination or addition.

#### **Section 5. Childcare Allowance**

CAPs with dependent children under the age of 11, will be eligible to apply for need based child care allowances not to exceed \$750 per quarter, including summer, using forms created by and deadlines set by the University. Such applications, using forms created and published by the University, shall be submitted to the Dean of the College or his proxy, by 5:00 p.m. on the deadlines set by the University. A CAP must apply annually, and receiving the allowance in one academic year does not guarantee future allowances. Such allowances are taxable to the recipient.

Childcare allowance funds provided in this Section 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.

#### **Section 6. Moving Expense Reimbursement**

When an incoming CAP is required to relocate distances that exceed fifty (50) miles from their current residence in order to begin the fellowship, the University shall reimburse the CAP, up to \$3,500, for reasonable moving expenses actually incurred. If the CAP is moving less than

fifty (50) miles, the College will consider granting reimbursement on a case-by-case basis, in the College's discretion. The CAP must document receipted expenses claimed for reimbursement. The University will report such reimbursement as reportable income as may be required by federal, state, or local tax laws. If the College increases the reimbursement during the term of this Agreement on a College-wise basis, the increase will also apply to CAPs.

## **Section 7. Other Employee Benefits**

CAPs shall be 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>. These benefits include:

Health and Welfare Benefits (Medical, Dental and Vision Plans, Flexible Spending Accounts, Health Savings Account, Life & Disability Insurance Plans, Long-Term Care Insurance, Staff & Faculty Assistance Program, Childcare Program, Elder Care Consultation Program, Retiree Medical Plan)

Retirement and Financial Benefits (Retirement Plans, Flexible Spending Accounts, Perks & Discounts, Qualified Transportation Benefits)

Tuition assistance for dependent children at the University and the Laboratory Schools.

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 University employees who are eligible to participate in these plans. 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 17 - NO STRIKES/LOCKOUT**

### **Section 1.**

During the term of this Agreement, neither the Union nor the CAPs 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 CAP.

### **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 CAPs 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 CAP 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 CAP 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 18 - COMPLETE AGREEMENT**

This Agreement contains the entire understanding, undertaking, and agreement of the University and the Union, after exercise of all matters of collective bargaining, for the duration of the Agreement. Both parties acknowledge that during negotiations each had the opportunity to present proposals on any subject not prohibited by law. Therefore, each party waives the right and agrees that the other is not obligated to bargain on any subject covered by this Agreement, except as provided in Article 19, Severability.

**ARTICLE 19 - 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 20 - 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 August 31, 2025. 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 August 31, 2025, 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 19, Severability.

FOR THE UNION:

  
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Date: 3/14/2022

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Date: \_\_\_\_\_

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Date: \_\_\_\_\_

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FOR THE UNIVERSITY:

  
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Date: 02/25/2022

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Date: \_\_\_\_\_

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Date: \_\_\_\_\_

