

**AGREEMENT**

**BETWEEN**

**ROOSEVELT UNIVERSITY**

**AND THE**

**ROOSEVELT ADJUNCT FACULTY  
ORGANIZATION, IEA-NEA**

**2013-2017**

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## ARTICLE 1

### RECOGNITION

#### **A. Recognition and Definition of the Bargaining Unit**

Roosevelt University (hereinafter referred to as the "University") recognizes Roosevelt Adjunct Faculty Organization, IEA-NEA (hereinafter referred to as the "Union") as the sole and exclusive bargaining representative for all per-course part-time faculty who either (a) are teaching at least one three credit hour course in the current term and who have taught at least one three credit hour course in at least one of the five previous terms, or (b) are not currently teaching but have taught at least one three credit hour course in two of the five previous terms, excluding all full-time faculty members, retired full-time faculty members, faculty in the Chicago College of Performing Arts, permanent part-time faculty, graduate students, managers, directors, confidential employees, administrative employees, office clerical employees, guards or supervisors and any part-time faculty member who occupies a management position with his or her non-University employer and who provides written documentation, satisfactory to both the University and the Union, substantiating that being a member of or financially supporting the Union would seriously jeopardize his or her ability to fulfill the duties of that position.

For purposes of this Article 1, non-assignment during a Summer term shall only count against an adjunct faculty member's bargaining unit status if said adjunct faculty member teaches only during the Summer terms.

#### **B. Bargaining Unit Member Defined**

As used in this Agreement, "employee(s)," "adjunct faculty" or "adjunct faculty member" shall mean a member or members of the bargaining unit defined in Section A of this Article.

## ARTICLE 2

### GOVERNANCE

#### **A. Faculty Meetings**

Adjunct faculty members shall be invited to participate in scheduled faculty meetings in their academic units except for meetings exclusively relating to personnel issues. Notice shall be given in the same manner as it is for full-time faculty members.

#### **B. College Councils**

Two part-time faculty members shall be elected in each College as voting members of the College Council, as outlined in the election procedure in Section E of this Article. Each part-time faculty member elected to a College Council shall have the right to participate as a non-voting member on the College Curriculum Committee recognized by that College Council.

#### **C. University Senate**

The University and the Union acknowledge that the University Senate has amended its rules to permit the election of one part-time faculty member from each College to the University Senate as voting members, as outlined in the election procedure in Section E of this Article. Under the University Senate rules the elected part-time faculty member has the following rights:

- (1) A part-time faculty member who is an elected Senator shall be eligible for all elective positions in the University Senate except those restricted specifically to tenured faculty only.
- (2) A part-time faculty member who is an elected Senator shall be eligible for election by the University Senate to the Board of Trustees.
- (3) One part-time faculty member who is an elected Senator shall be included on the Executive Committee of the University Senate.
- (4) One part-time faculty member who is an elected Senator shall be included on the Faculty Issues Committee of the University Senate.

#### **D. Other Committees**

The University's administration will make reasonable efforts to notify the Union president or designee of the formation of all standing and ad hoc committees, task forces and other similar bodies established by the University or the Colleges. Whenever in the

discretion of the administration it would be beneficial to have an adjunct faculty member on a University or College Committee, the University will notify the Union president or designee.

**E. Election Procedures**

Elections of part-time faculty members to College Councils and the University Senate shall be conducted by the University in conjunction with the election of full-time faculty to those offices and for the same terms of office. Each College shall collect names of part-time faculty members to place in nomination for those offices that will become the ballot upon which part-time faculty members will cast their votes. The Colleges shall give timely notification to the Union president or designee that names are being collected for nomination. Only those part-time faculty members who are in the bargaining unit or teaching at the time of the election shall be eligible to vote. A Union representative shall be present at the counting of part-time faculty ballots. In the event a vacancy occurs the Union shall have the right to appoint a part-time faculty member to fill the vacancy until the next election.

## **ARTICLE 3**

### **UNION RIGHTS**

#### **A. Bargaining Information**

The University shall provide to the Union annual audited financial statements and the annual budget of the University in the same manner provided to the University community. On a periodic basis, and no less frequently than within the semester after which such audited financial statements and annual budget are approved, respectively, the University's Chief Academic Officer will notify the Union's President via University email that such approved statements and budget are available. The official minutes of the University Planning and Budget Committee shall be provided to the Union upon the written request of the Union president.

#### **B. Labor Management Meetings**

The President of the University and/or designees and Union representatives shall meet at least once each Fall and Spring term at a mutually agreeable time, unless the parties agree not to meet. Requests to meet shall be made at least two weeks in advance whenever possible and shall include a proposed agenda.

#### **C. Campus Information**

The University shall give the Union a list of the names; home phone numbers, if available; home address; campus e-mail addresses; teaching history; and initial term of current bargaining unit membership of all adjunct faculty members within six weeks from the first day of classes for the Fall term and Spring term. The University shall also give the Union the names and colleges of newly appointed adjunct faculty who would be eligible to join the bargaining unit the following term within a reasonable time after the appointments have been made.

#### **D. Use of Equipment, Facilities and Bulletin Boards**

The Union will be permitted the reasonable use of:

- (1) University duplicating equipment for Union announcements, provided (i) approval for use is granted in advance by the administrator responsible for such equipment; (ii) such use will in no manner interfere with instructional or other needs of the University; and (iii) the Union reimburses the University for the cost of all consumables and/or machine unit or like charges.
- (2) Meeting space in University facilities for two Union meetings per each Fall and Spring term, provided: (i) a Union request is made to a University scheduler or designee in advance of the meeting and such is approved by the University

scheduler or designee; (ii) such meeting space is available; (iii) such meeting neither interferes with the University's educational programs, nor conflicts with University events; and (iv) the Union reimburses the University for any damage and reasonable maintenance costs.

- (3) A designated bulletin board at each academic building at each campus, and access to campus mail for the posting and distribution of announcements of the Union, provided: (i) such announcements will not contain any information derogatory to the University or its members, employees or agents; (ii) such announcements do not involve endorsements of political candidates; (iii) all such announcements will be identified as Union materials; and (iv) use of campus mail in accordance with University policies. The Union will annually notify the University President or designee in writing no later than September 1 of the members who are authorized to post announcements and will likewise notify the University President or designee of any changes in such authorization.

**E. Office Space**

The University shall provide the Union a furnished office at the Chicago campus and at the Schaumburg campus, with Internet access, a telephone assigned for its exclusive use, and a listing in the University directory. The Union shall reimburse the University for the cost of long distance telephone service.

**F. Copy of Agreement**

The University shall provide all adjunct faculty members with a copy of this Agreement within forty-five (45) days of ratification. The University will provide a copy of this Agreement to new bargaining unit members as they become eligible. Copies of the Agreement will be placed on reserve in the reference section of the University Library and the Agreement will be referenced in the faculty packet and letter of employment sent to the adjunct faculty.

**G. Union Business Leave**

The University will grant the Union a total of forty-five (45) semester hours annually, payable in 1/4 semester hour increments to adjunct faculty members at the base rate contained in the schedule set forth in Appendix A, to be awarded to Union representatives designated by the Union, for the purpose of attending to Union business or for the purpose of professional development in accordance with Section 4N of this Agreement. Adjunct faculty members who are assigned business leave in an amount of at least three credit hours in any term, and are not also teaching a class in that term, will be considered on union leave for the term. For such adjunct faculty members, time on union business leave shall not affect nor be computed in determining bargaining unit status nor be used in computing salary schedule placement. Access to e-mail, mailboxes, library privileges shall be provided in the same manner as it is to teaching adjunct faculty as long as said adjunct faculty members remain in the bargaining unit.

## **H. Fair Share/Agency Shop**

1. It is recognized that the Union's duties as the sole and exclusive bargaining agent entail expenses for collective bargaining and contract administration which appropriately are shared by all adjunct faculty members who are beneficiaries of this Agreement. Accordingly, as a condition of employment, on or before the third pay date following the beginning of each term beginning with the first term of the 2008-2009 academic year, each adjunct faculty member teaching during such term shall join the Union, and pay the dues uniformly required, or not join the Union and pay an agency fee to the Union equivalent to the adjunct faculty member's share of the cost of services rendered by the Union for collective bargaining and contract administration in its role as sole and exclusive bargaining agent as annually certified in writing by the Union to the University. An employee who fails to choose whether or not to join the Union by the third pay date shall be presumed to be an agency fee payer.
2. Agency fee payers may object to the Union's spending part of their fee for activities not related, under the law, to the Union's role as exclusive bargaining representative. Such an objecting fee payer must pay the percentage of the fee used for activities related to the Union's status as exclusive bargaining representative, as determined through the Union's internal agency fee procedure, or as determined by any agency or court of competent jurisdiction.
3. Adjunct faculty members' financial obligation to the Union shall be met by having their share of dues or agency fees deducted once per term through payroll deduction, as set forth in Section J of this Article. Adjunct faculty members who have satisfied their financial obligation without payroll deduction during the 2007-08 academic year shall have the option of continuing to satisfy their financial obligation in the same manner by writing a check to the Union each term for their share, or through another method mutually agreed to in writing by the adjunct faculty member and the Union.
4. Adjunct faculty members who fail to meet their financial obligation to the Union in any one term, as set forth in this Section, shall not be rehired the term following the next term or for any subsequent term until they pay the amount which is owed, provided the Union has given such employee a written delinquency notice, has given the employee thirty (30) days to cure such delinquency, and the Union has notified the University, in writing, that such employees have failed to satisfy their delinquency prior to March 1 for the Fall term, October 1 for the Summer terms and August 1 for the Spring term. The Union shall notify the University, in writing, that any such adjunct faculty members have satisfied their financial obligation within ten (10) days of such satisfaction.
5. Within thirty (30) days of University notification to the Union of an adjunct faculty member's teaching assignments for a particular term, the Union will

provide all newly hired adjunct faculty members each term with information regarding the manner in which they can satisfy their financial obligations to the Union, including paying an agency fee and their right to object to the amount of the fee. In addition, the Union will provide to all agency fee payers information about its expenditures, so that the fee payers can decide whether to object to the use of their dues for activities not related, under the law, to the Union's role as exclusive bargaining representative, and information about the internal procedures established by the Union and other methods by which fee payers may register their objection and challenge, if they choose, the Union determination of the percentage of the agency fees used for activities related to the Union's status as exclusive bargaining representative.

6. Any adjunct faculty member otherwise obligated to pay the union an agency fee who objects to the payment of such an agency fee to the Union on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member or a belief sincerely held with the strength of traditional religious views; may upon proper written substantiation to the Union and the University, request that his or her fee be collected by the Union and sent on behalf of him or her to the following mutually agreed upon non-religious charitable organizations:

American Cancer Society  
American Heart Association  
American Lung Association  
American Red Cross  
Illinois Association for Retarded People  
Juvenile Diabetes Foundation  
March of Dimes  
Mothers Against Drunk Driving  
Multiple Sclerosis Society  
Muscular Dystrophy Association  
National Neurofibromatosis Foundation  
RAFO Scholarship Fund  
Shriners Hospital for Crippled Children  
St. Jude's Children's Hospital  
United Way.

## **I. Dues Checkoff**

1. With respect to any adjunct faculty member on whose behalf the University receives written authorization from such adjunct faculty member in a form agreed upon by the Union and the University and submitted to the University by the Union's treasurer, the University shall deduct from the wages of the employee dues or agency fees uniformly required as set forth in Section H of this Article, [once per term], and shall forward such amounts to the Union by the 15th day of the month following the month in which the deductions are made. The Union

Treasurer will submit a list of all dues deductions to be made by a mutually agreed date each term.

2. Upon written notification to the University by the Union of any errors or adjustments that should be made regarding dues checkoff, the University is responsible for correcting the errors or making applicable adjustments with respect to dues checkoff.

**J. Indemnification and Hold Harmless**

The Union, The Illinois Education Association and the National Education Association agree to defend, indemnify, and save the University harmless against any claim, demand, suit, or other form of liability which may arise by reason of any action taken by the Union or the University in complying with the provisions of Sections H & I of this Article, including reimbursement for any legal fees or expenses incurred in connection therewith, provided the University gives notice of such action in writing to the Union as soon as practicable and permits the Union intervention as a party if it so desires, and the University cooperates with the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

## **ARTICLE 4**

### **EMPLOYEE RIGHTS/WORKING CONDITIONS**

#### **A. Academic Freedom**

An adjunct faculty member shall have full freedom to conduct classes consistent with the course description or outline and established academic policies or standards. Outside of the classroom, an adjunct faculty member, as a citizen, shall be able to speak or write free from institutional censorship or discipline. An adjunct faculty member's right to academic freedom as described in this section is at all times subject to his or her ability to perform his or her duties for the University. Prior to resolving any dispute as to the application of this section through the grievance procedure of this Agreement, the parties shall utilize the general University procedures on Academic Freedom. Upon the completion of the general University procedures on Academic Freedom, the adjunct faculty member or Union may file a grievance regarding this Section of the Agreement through the grievance procedure of this Agreement if he or she is dissatisfied with the outcome of the general University procedures on Academic Freedom. Only adjunct faculty members eligible for remediation, however, shall be able to utilize the arbitration provisions of the grievance procedure of this Agreement.

#### **B. Upgrading**

1. When a new full-time, or permanent part-time, faculty position is authorized, or an existing vacant full-time, or permanent part-time, faculty position is to be filled, a notification of such position will be posted on the Union and University Web-sites. A copy of such notice will be sent to the Union President or designee.
2. Bargaining unit members who meet the qualifications for a full-time or permanent part-time faculty position are encouraged to apply. An adjunct faculty member who applies for a full-time or permanent part-time faculty position and meets the required qualifications shall be considered for such position and shall have his or her application processed in accordance with the hiring procedures established for the position. As part of the review of an application of a qualified adjunct faculty member, the adjunct faculty member's teaching experience at Roosevelt University shall be considered.

#### **C. Personnel File**

The University shall keep one personnel file for each employee, provided, however, that student evaluations and medical records may be kept separately and supervisors may keep working files.

Each employee shall have the right to make an examination of his or her personnel file upon seven business days' written notice to human resources. At the employee's request, a representative of the Union may accompany the employee in this review. Such review

shall be by appointment during normal business hours and in the presence of a human resources employee of the University. Neither the employee nor the employee's representative shall remove any material from the file during such review. The right of review does not extend to:

1. Pre-employment information, e.g., reference checks and responses, or information provided to the administration with the specific request that it remain confidential.
2. Letters of reference for that employee, peer review documents and individual student evaluations.

Copies of materials in an employee's personnel file shall be provided to the employee upon request if such materials are not confidential. Except for materials described in paragraphs 1 and 2 of this Section, materials used to make adverse employment decisions may not be confidential. The employee shall bear the cost of copying.

If a written reprimand, warning, or cautionary statement is placed in the adjunct faculty member's personnel file, a dated copy of such reprimand, warning or cautionary statement will be sent to the adjunct faculty member. The adjunct faculty member will have up to twenty (20) working days from receipt of such document to submit a written response that shall be put in the file.

#### **D. Evaluation**

The University and the Union are committed to the constructive evaluation of teaching by means of a variety of instruments, which may include but are not limited to portfolio review, in-class observations of teaching performance, student and peer evaluations and other information evidencing teaching competence. When portfolio reviews are required, adjunct faculty will be given 90 days to prepare them. For purposes of this provision, "days" will mean days on which the University Administrative Offices are open.

#### **E. Assignments**

In making course assignments among adjunct faculty, for the first six semester hours of an adjunct faculty member's teaching load, the respective Dean or designee of the Dean shall consider the length of service at the University based upon the number of semesters teaching in the applicable program. In addition the respective Dean or designee of the Dean shall consider such pertinent factors as its institutional needs for specialization and/or pedagogy, teaching effectiveness, the adjunct faculty members' credentials and/or prior teaching experience in the subject matter of the course, and its staffing and scheduling needs.

Beginning with the assignment of classes for the Fall term of the 2002-03 academic year, the University will provide a means by which adjunct faculty may communicate their teaching preferences regarding course days and times, and campus prior to the start of formal planning for each term's courses. These preferences are for information only and

do not obligate the University except as provided above. The University will send adjunct faculty written notice of the proposed assignments for regularly scheduled classes by June 30 for the Fall term, November 30 for the Spring term, and March 31 for the Summer terms except for extenuating situations and circumstances.

In the hiring of new adjunct faculty, it is understood that both the Union and the University support the goals and practice of affirmative action/non-discrimination.

**F. Course Load**

Program Directors of Composition, Mathematics, and English Language Program shall make a reasonable effort to assign six semester hours in a given term to all adjunct faculty members who (1) are at the top of the current pay scale, (2) taught in both of the previous two terms (exclusive of Summer) for a total of at least nine semester hours, (3) are not in remediation; and (4) request such a teaching load. If assignments of six semester hours cannot be provided to all such eligible adjunct faculty members who request them, then six semester hour assignments shall be assigned to those eligible adjunct faculty based upon length of service in the particular program, and specialization in the subject matter.

**G. Re-Assignments/Bumping**

In the event a Bargaining Unit member loses an assigned course as a result of (1) being bumped by a full-time faculty member, (2) low student enrollment, or (3) the course being cancelled for other reasons, he or she will be entitled to bump a non-bargaining unit member who has taught fewer than two terms at the University or another Bargaining Unit member at Step 1 or 2 of the Course Compensation Schedule in Appendix A of this Agreement under the following conditions:

1. The Bargaining Unit Member must be at Step 3 or Step 4;
2. The Bargaining Unit Member's loss of the course would leave the Bargaining Unit Member with fewer than two courses in the particular term;
3. The course held by the non-bargaining unit member or Step 1 or 2 Bargaining Unit member:
  - (a) is the same course as that lost by the Bargaining Unit Member; or
  - (b) is substantially the same as when it was taught by the Bargaining Unit Member as determined by the program director; and
  - (c) must have previously been taught by the Bargaining Unit Member in the past two years; and
  - (d) must not be a course that had not been assigned to the Bargaining Unit Member due to documented reasons involving teaching performance.
4. The non-bargaining unit member or Step 1 or 2 Bargaining Unit member does not have special skills, knowledge or certification germane to the particular course, as determined by the program director; and
5. The non-bargaining unit member or Step 1 or 2 Bargaining Unit member is not assigned the course for specific reasons including, but not limited to, mode

of delivery, venue or special audiences.

6. Both the lost course and assigned course shall be within the same program or discipline. Exceptions to the above conditions may also be granted by the Dean or designee in his or her sole discretion. The grant or denial of such request shall be nonprecedential.

When an adjunct faculty member, who has received a letter of assignment for the Fall or Spring semester, does not teach during such Fall or Spring semester in which he or she received the letter of assignment because he or she has been “bumped” or because the course was canceled or withdrawn, that semester shall not count toward a break in service for purposes of calculating unit membership so long as no alternative teaching assignment is available.

## **H. Discipline**

Disciplinary actions are subject to applicable just cause standards, as those standards are defined under arbitral law. The University endorses the concepts of corrective, progressive discipline. Progressive discipline does not preclude the University from disciplining an adjunct faculty member in a manner commensurate with the infraction, consistent with principles of just cause. Except for instances of serious infractions of law or University rules or policy, an adjunct faculty member will be provided with the opportunity to correct his or her behavior.

When the University conducts an interview or holds a meeting with an adjunct faculty member either to impose discipline or to determine if discipline is warranted, the adjunct faculty member shall have the right to have a Union representative present at such interview or meeting.

## **I. Remediation for Unsatisfactory Teaching Performance**

If a College of Roosevelt University seeks not to reemploy on a permanent basis an adjunct faculty member whose teaching performance has been determined to be unsatisfactory, and if that adjunct faculty member has taught at least three hours in five of the last ten (10) terms (exclusive of Summer) in that College, he/she shall be given the opportunity to remediate his or her teaching performance. The rating of "unsatisfactory" shall be determined by Roosevelt University, in its sole discretion after at least three observations. Each observation shall also include a written report of the adjunct faculty member's teaching performance which shall be given to the adjunct faculty member after the observation. These observations shall have occurred during the term in which the notification of remediation was issued and/or during the two terms (excluding summer) prior to such term. The supervisor may also use other factors such as student evaluation ratings, any previously adopted evaluation system, minimum teaching standards as recognized by the standards of the discipline in which the adjunct faculty member teaches, and other factors deemed appropriate by the University.

An opportunity to remediate shall involve the following steps:

The adjunct faculty member may elect to have his or her Union representative present at any of the adjunct faculty member's meetings with his or her Supervisor as described below.

(1) Recommendation to Remediate:

a. The University shall notify the Union and the adjunct faculty member of the need for remediation at least 60 calendar days before the commencement of the remediation semester.

b. This notification shall be accompanied by a specific written description of which teaching behaviors need to be corrected and recommendations concerning how the adjunct faculty member should do so, and

c. Assistance from the University will be specified, where appropriate, and may include, but not be limited to, attendance at teaching workshops, consultation with the university's Center for Teaching and Learning, or the participation in other activities that may address the teaching deficiencies.

d. After the Union and the adjunct faculty member are provided with the notification, the supervisor will meet with the adjunct faculty member to be remediated to clarify b. and c. above before the commencement of the remediation semester.

e. Also, prior to the commencement of the remediation semester, upon the adjunct faculty member's request, he or she shall have an opportunity to meet with the Dean or his or her designee [who shall not be the supervisor] to review his or her teaching deficiencies and recommendations concerning correction of those deficiencies as described in (1)(b) above.

(2) Remediation semester:

a. Upon completion of the remediation semester, the Dean shall, in his/her sole discretion, determine the success or failure of such remediation. This determination shall be made after at least three formal observations of the adjunct faculty member's classroom performance have been completed.

b. Before each formal observation, the supervisor shall meet with the adjunct faculty member to discuss the class to be observed and how the adjunct faculty member anticipates addressing the University recommendations described in (1) b. above.

c. After each formal observation, the supervisor will provide written feedback addressing the adjunct faculty member's progress toward successful remediation to the adjunct faculty member. The supervisor and adjunct faculty member shall

also meet to review the written feedback of the supervisor's formal observation.

d. After two of the three formal observations have been completed the adjunct faculty member or the supervisor has the right to request that the Dean or his or her designee [who shall not be the supervisor] perform the third observation. In the event the Dean or designee performs the third observation, the Dean or designee will also conduct the pre- and post- formal observation meetings in the presence of the supervisor and prepare the written feedback required by 2b and 2c above.

e. At the end of the remediation semester, the supervisor will submit to the adjunct faculty member, the Union and the Dean a written report of the progress of the adjunct faculty member, summarizing the adjunct faculty member's overall success in remedying the teaching deficiencies as enumerated in the notice described in (1) b.

(3) Conclusion of remediation process:

a. If after such remediation the adjunct faculty member's teaching performance has improved, in the opinion of the Dean, to a degree sufficient to allow the adjunct faculty member's continued employment at Roosevelt, then the adjunct faculty member may be assigned courses in subsequent terms in the usual and customary manner.

b. If after such remediation the adjunct faculty member has not remedied his/her teaching deficiencies as enumerated in the notice described in (1) b., as determined by the Dean, in his/her sole discretion, then the adjunct faculty member shall not be re-employed by the University and the adjunct faculty member and Union shall be so informed.

Nothing herein shall prevent Roosevelt from permanently not re-employing an adjunct faculty member for reasons which it deems, in its sole discretion, not directly involving teaching performance, including, but not limited to such reasons as repeated unexcused failure to attend class and intentional failure to follow University policies or directives, or which it deems, in its sole discretion, to be irremediable, including, but not limited to sexual harassment, carrying a weapon on University premises and conduct that is injurious to the health, safety and welfare of the students.

**J. Non-Reemployment**

If an adjunct faculty member is not to be reemployed on a permanent basis at a particular College or at the University, Roosevelt shall notify the adjunct faculty member of his or her non-reemployment in writing within a reasonable time as the specific circumstances may dictate. If the adjunct faculty member has been employed at least three semester hours in five of the last ten (10) terms (exclusive of Summer) at that College, the notice of non-reemployment shall contain the reasons for non-reemployment.

**K. Student Complaints**

Any student complaint against a faculty member deemed by Roosevelt to raise the possibility of disciplinary action against the faculty member shall be brought to the attention of the faculty member. The faculty member shall also be given an opportunity to respond to such complaint prior to any disciplinary action being imposed.

**L. Leaves**

An adjunct faculty member may be eligible for a one-time per career unpaid leave of absence not to exceed one academic year in order to pursue a professional career development opportunity. Time on leave shall not affect nor be computed in determining bargaining unit status, nor be used in computing salary schedule placement.

In the event a bargaining unit member cannot accept an assignment due to a medical necessity, and provided that such non-acceptance does not occur more frequently than once per every six semesters, such non-acceptance will not affect nor be computed in determining bargaining unit status nor be used in computing salary schedule payment. "Medical necessity" shall refer to a serious health condition of a bargaining unit member or a member of the bargaining unit member's household or immediate family (which includes mother, father, spouse, child and domestic partner), and the bargaining unit member will be required to provide proof of the medical necessity to the human resources department with records from a licensed physician in order to qualify for the benefits herein.

**M. Communications**

Adjunct faculty members shall have access to e-mail, voice mail and campus mail in accordance with University policies, including technology policies, on the use of such means of communications as long as they are members of the bargaining unit.

**N. Professional Development**

At the election of the Union, the Union may designate any of the 45 semester hours that the University grants it pursuant to Section 3.G. for the purpose of Union Business Leave for Professional Development by adjunct faculty.

**O. Access To Teaching Supplies And Equipment**

The University will make available to bargaining unit members basic teaching supplies, such as chalk, white board markers, paper clips, No. 2 pencils and duplicating equipment. Upon timely request, and under procedures in place at the time, the University will also endeavor to make projecting equipment available to adjunct faculty. When not currently teaching, but still in the bargaining unit, adjunct faculty will maintain access to their University email accounts.

## ARTICLE 5

### GRIEVANCE PROCEDURE

#### A. Definitions

1. Any written claim by the Union or an adjunct faculty member that there has been a violation, misinterpretation, or misapplication of the specific terms of this Agreement will be a grievance.
2. As is used in this Article, the term "days" will mean days on which the University Administrative Offices are open.

#### B. Informal Procedures

The parties acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. If, however, the informal process fails to satisfy the employee or the Union, a grievance may be processed in accordance with Section C.

#### C. Formal Procedures

1. **Step One:** The employee or the Union shall present the grievance in writing to the Dean of the College in which the grievant is employed. Such grievance shall be submitted within twenty (20) days following the occurrence complained of or within twenty (20) days following the date upon which the grievant reasonably should have become aware of the occurrence giving rise to the grievance. The Dean shall arrange for a meeting with the grievant and his or her Union representative to take place, at a mutually convenient time, within ten (10) days after actual receipt of the grievance to discuss the claim. Within ten (10) days after the meeting, the employee and the Union will be provided with the Dean's written response.
2. **Step Two:** If the grievance is not resolved at Step One, then the Union or employee may refer the grievance in writing to the Executive Vice President and University Provost or designee within fifteen (15) days after receipt of the Step One answer. The Executive Vice President and University Provost or designee will arrange for a meeting with the grievant and his or her Union representative to take place, at a mutually convenient time, within ten (10) days of actual receipt of the appeal. Within ten (10) days of the meeting, the employee and the Union will be provided with the written response of the Executive Vice President and University Provost or designee.
3. **Step Three:** If the Union is not satisfied with the disposition of the grievance at Step Two, it may submit the grievance to final and binding arbitration. If a written demand for arbitration is not filed within twenty (20) days of the date for

the Step Two response, then the grievance will be deemed withdrawn. The grieving party shall request the Federal Mediation & Conciliation Service (FMCS) to furnish a list of seven (7) arbitrators. The Union and the University shall attempt to agree upon an arbitrator from the panel(s) provided by the FMCS, or shall alternately strike names from the panel. The parties shall endeavor to alternate who strikes first from grievance to grievance. The agreed upon arbitrator or the last name on the panel after names are struck shall be selected as arbitrator. Either party may make a one-time request for another arbitration panel if not satisfied with the first or second panel.

The arbitrator will base his or her decision solely upon his or her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. The arbitrator will have no power to alter, amend, modify or add to the terms of this Agreement. The arbitrator has no power to write any new clause, change an existing clause or to write a new agreement, nor shall the arbitrator establish wage scales, or change any wages or rates of pay. The arbitrator shall have no power to pass on any subject not specifically provided for in this Agreement or any function that belongs to the University or its designated management.

#### **D. General Provisions**

1. Each party will bear the full costs of its representation. The cost of the arbitrator will be divided equally between the parties. If either party requests a transcript of the proceedings, that party will bear full costs for that transcript. If both parties order a transcript, the cost of the transcript will be divided equally between the University and the Union.
2. When the employee requests to be represented by the Union, a Union representative has the right to participate in the processing of a grievance at any step. No employee will be required to discuss any grievance if a Union representative is not present.
3. When an employee is not represented by the Union, the Union has the right to have a representative present to state its views at any formal step of the grievance procedure.
4. A grievance may be withdrawn at any level without establishing a precedent and, if withdrawn, will be treated as though never having been filed.
5. The failure of the employee or Union to act within the time limits set forth will preclude further appeal of the grievance. Upon failure of the University to meet the time limits prescribed in this Article, the grievance will be advanced to the next higher level. Time limits specified may be extended by mutual written agreement of the Union and the University.
6. No reprisals will be taken for the processing or participation in any grievance.

7. All records related to the grievance will be filed separately from the personnel files of the employee.
8. By mutual agreement of the Union and the University, any step of the grievance procedure may be bypassed.

## **ARTICLE 6**

### **EFFECT OF THE AGREEMENT**

#### **A. Complete Understanding**

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment.

#### **B. Severability**

If any provision of this Agreement should be found contrary to law by a court of competent jurisdiction, such provision or application will be deemed invalid but all other provisions hereof not affected by such invalidation will continue in full force and effect.

#### **C. Management Rights**

The University retains all functions, rights, and powers or authority of the University unless specifically limited by the express language of this Agreement and then only to the extent such express language of the Agreement is in conformance with law, including but not limited to the right:

1. to the executive management, organization and administrative control of the University and its properties and facilities;
2. to direct the work of its employees and determine the time and hours of operation;
3. to determine the kinds and levels of services to be provided and the methods and means of providing these services including entering into contracts with private vendors for services;
4. to hire all employees, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign, and transfer all such employees;
5. to establish educational policies, goals and objectives; to ensure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of University operations;
6. to build, move or modify facilities; to establish budget procedures and determine budgetary allocations; to determine the methods of raising revenue; and to take action on any matter in the event of an emergency; and

7. To exercise and control all matters inherent to managerial policy.

This list is not meant to limit the University's powers but such is merely an illustration of the University's management abilities and rights.

**D. No Strike/No Lockout**

During the term of this Agreement and any extension thereof, no employee covered by this Agreement, nor the Union, nor any person acting on behalf of the Union will ever or at any time engage in, authorize, or instigate any strike, slow-down or other refusal to render full and complete services to the University. During the term of this Agreement and any extension thereof, the University will not engage in a lockout of the adjunct faculty provided they do not engage in any of the activities described above.

**ARTICLE 7**  
**COMPENSATION**

**A. Course Compensation**

Beginning with the Fall term of the 2013-14 academic year, the minimum compensation paid to an adjunct faculty member for each three semester hour course taught shall be in accordance with the schedule contained in Appendix A attached to and incorporated into this Agreement. Minimum compensation for courses more or less than three semester hours shall be prorated based upon this schedule. For the duration of the 2013-2017 Agreement, adjunct faculty members who remain in the bargaining unit shall not fall below the step they were in, in their prior year of teaching. However, advancement to the next step shall be based on semesters of experience as stated in Appendix A.

**B. Prior Teaching Experience**

Adjunct faculty members at the time of commencement of this Agreement shall be credited for prior teaching experience for placement-on the schedule set forth in Section A of this Article for those terms taught at Roosevelt exclusive of the summer beginning with the Fall 1997 term. In the event that an adjunct faculty member has a break in bargaining unit membership or an adjunct faculty member first becomes a bargaining unit member during the 2014 Spring term or thereafter, such adjunct faculty member shall not receive credit for teaching experience prior to his or her current bargaining unit membership except for such terms used to qualify him or her for that membership.

**C. Mandatory Duties**

An adjunct faculty member shall be compensated at a rate of forty-seven dollars (\$47.00) per hour for mandatory meetings, recruitment functions, in-service orientations, training and workshops arranged and pre- approved by the Executive Vice President and University Provost.

**D. Non-Classroom Instructional Activities**

An adjunct faculty member shall be paid ten percent (10%) of the adjunct faculty member's step compensation set forth in the schedule in Appendix A excluding terminal degree pay for supervising an independent study or, conducting a class by arrangement (per student). An adjunct faculty member shall be paid twenty percent (20%) of the step compensation set forth in the schedule in Appendix A excluding terminal degree pay for directing a master's thesis. Instructional non-classroom activities shall not be counted toward placement on the schedule in Appendix A, for bargaining unit membership, or for tuition remission.

**E. Guided Independent Distance Education (GuIDE)**

An adjunct faculty member shall be paid for teaching in the GuIDE program in accordance with the compensation policy set by the GuIDE program for all faculty. GuIDE courses shall not be counted toward placement on the schedule, for bargaining unit membership, or for tuition reimbursement.

**F. Tuition Remission**

An adjunct faculty member who has previously taught for at least two terms and taught at least six semester hours of academic work, shall be eligible for tuition remission on each semester hour taken at Roosevelt for each semester hour subsequently taught, up to a maximum listed below.

An adjunct faculty member who has taught for at least four terms and has taught at least twelve (12) semester hours of academic work, also shall be eligible for tuition remission for the adjunct faculty member's spouse or qualified domestic partner and each dependent child under the age of twenty-six (26) on one semester hour taken at Roosevelt for each semester hour subsequently taught, as set forth below.

Eligibility for tuition remission for a particular course expires within two academic year (inclusive of summer) after it is earned.

Benefit Recipient	Academic Year Terms (Fall and Spring)		Summer Term	
	Undergraduate	Graduate	Undergraduate	Graduate
Adjunct Faculty Member	100% discount to 6 semester hours per academic year	100% discount to 6 semester hours per academic year	No benefit available	No benefit available
Spouse or Partner	50% discount to 12 semester hours per academic year	No benefit available	No benefit available	No benefit available
Dependent children	50% discount to 12 semester hours per academic year	No benefit available	50% discount on one course*	No benefit available

\*One summer course with credit of 1 to 6 semester hours not to exceed a total tuition benefit applied to 12 semester hours within one academic year (inclusive of summer).

Tuition remission benefit does not apply to independent studies, course by arrangement, studio/applied theatre or music courses, Guided Independent Distance Education courses (formerly external studies), non-credit courses and courses offered in cooperation with other institutions (including the School of the Art Institute of Chicago). Additionally,

courses within the College of Pharmacy are also exempt from the tuition remission benefit.

An employee or dependent who withdraws (drops) a course (resulting in a grade of W for withdrawal) or receives an unacceptable grade may not repeat the course using the tuition remission benefit for the dropped course in any and all future terms.

Tuition remission applies to course tuition but not fees. All fees must be paid by the student at the time of registration.

**G. Class Cancellation Fee**

Any adjunct faculty member who has accepted an assigned course shall receive ten percent (10%) of the adjunct faculty member's step compensation as set forth in the schedule in Appendix A excluding terminal degree pay as a class cancellation fee if the course is subsequently cancelled and there is no equivalent credit hour course available to teach; except that, under the same circumstances, Step 3 and Step 4 adjunct faculty members shall receive twenty percent (20%) of their respective step compensation. If a course newly developed by the particular adjunct faculty member at the explicit written request from the Dean and scheduled by the University is cancelled by the University, prior to the start of class such adjunct faculty member shall receive six hundred dollars (\$600.00) as a class cancellation fee. In the event the assigned course is cancelled after the course has begun, the adjunct faculty member shall receive a prorated portion (based on the number of total days the course is scheduled to meet) of his or her compensation for the course for each day the course has met in addition to the course cancellation fee. Such cancellation shall not affect nor be computed in determining bargaining unit membership nor be used in computing salary schedule placement.

**H.. 403(b) Retirement Plan**

Effective September 1, 2012, participation in the University's 403(b) Voluntary Retirement Plan is available to bargaining unit members. Voluntary tax-deferred and post-tax contributions are permitted as allowed by federal regulation.

**I. Transit Benefit Program**

Bargaining unit members may participate in the University's transit benefit program in any semester during which the bargaining unit member is teaching a minimum of three semester hours and paying RAFO dues or agency fees.

**ARTICLE 8**

**DURATION OF AGREEMENT**

This Agreement shall be effective on August 15, 2013 and will continue in effect until August 14, 2017. This Agreement will expire at such expiration date unless it is extended for a specific period or periods of time by mutual written agreement of the parties or is replaced by a Successor Agreement.

Parties agree that successor agreement shall include Roosevelt University's most recent document proposal of November 20, 2013, previous TA's and all language from the previous contract that was not changed by the parties. Tentative agreement is subject to ratification of the RAFO membership.

This Agreement is signed this \_\_\_ day of \_\_\_\_\_, 2013.

**ROOSEVELT ADJUNCT FACULTY  
ORGANIZATION, IEA-NEA**

**ROOSEVELT UNIVERSITY**

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**President**

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**President**

APPENDIX A

STEP	TERMS PREVIOUSLY TAUGHT EXCLUSIVE OF SUMMER TERMS	COURSE COMPENSATION
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2013-2014 ACADEMIC YEAR

1.	UM-6 .....	(\$3,500.00) see *
2.	7-10 .....	(\$3,910.00) see *
3.	11-15 .....	(\$4,375.00) see *
4.	16 or more .....	(\$4,905.00) see *

2014-2015 ACADEMIC YEAR

1.	UM-6 .....	\$ see **
2.	7-10 .....	\$ see **
3.	11-15 .....	\$ see **
4.	16 or more .....	\$ see **

2015-2016 ACADEMIC YEAR

1.	UM-6 .....	\$ see ***
2.	7-10 .....	\$ see ***
3.	11-15 .....	\$ see ***
4.	16 or more .....	\$ see ***

2016-2017 ACADEMIC YEAR

1.	UM-6 .....	\$ see ****
2.	7-10 .....	\$ see ****
3.	11-15 .....	\$ see ****
4.	16 or more .....	\$ see ****

Adjunct faculty members who hold a terminal degree in a program or field in which they are teaching shall receive an additional \$50 per credit hour for the course.

**\* For the 2013-2014 academic year, bargaining unit members who are teaching in the semester during which full-time faculty members are awarded a percentage salary increase, if any, will receive an equivalent percentage increase. This percentage salary increase will be awarded to bargaining unit members in the same manner and for the same time period as for full-time faculty members. This percentage salary increase, if any, will be based on the pooled percentage identified for full-time faculty members and will be calculated from the step rates in effect during the 2012-2013 academic year.**

**In the event a lump sum bonus is awarded to full-time faculty members, bargaining unit members will also receive a lump sum bonus equivalent to the average salary percentage rate represented by such bonus to full-time faculty, and applying that percentage rate to each bargaining unit member's earnings for teaching courses in the 2013-2014 academic year, excluding any earnings for teaching in the Summer term.**

**\*\* For the 2014-2015 academic year, bargaining unit members who are teaching in the semester during which full-time faculty members are awarded a percentage salary increase, if any, will receive an equivalent percentage increase. This percentage salary increase will be awarded to bargaining unit members in the same manner and for the same time period as for full-time faculty members. This percentage salary increase, if any, will be based on the pooled percentage identified for full-time faculty members and will be calculated from the step rates in effect during the 2013-2014 academic year.**

**In the event a lump sum bonus is awarded to full-time faculty members, bargaining unit members will also receive a lump sum bonus equivalent to the average salary percentage rate represented by such bonus to full-time faculty, and applying that percentage rate to each bargaining unit member's earnings for teaching courses in the 2014-2015 academic year, excluding any earnings for teaching in the Summer term.**

**\*\*\* For the 2015-16 academic year, bargaining unit members at each step of the compensation schedule set forth herein will receive a 2.5% percentage salary increase, calculated from the step rates in effect during the 2014-2015 academic year.**

**\*\*\*\* For the 2016-17 academic year, bargaining unit members at each step of the compensation schedule set forth herein will receive a 2.5% percentage salary increase, calculated from the step rates in effect during the 2015-2016 academic year.**