

AGREEMENT

by and between

UIC United Faculty Local 6456,

IFT-AFT, AAUP, AFL-CIO

and

United Faculty Staff Union,

Chicago News Guild TNG-CWA Local 34071

Effective August 16, 2024 through August 15, 2028

UICUF UICUF_CNG Contract

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Article I. Purpose

The purpose and intent of this Agreement is to provide for an orderly collective bargaining relationship and the promotion of sound and mutually beneficial relations between the Chicago News Guild (Guild) on behalf of bargaining unit employees, and the Employer.

Article II. Recognition

The Employer recognizes the Guild as the exclusive collective bargaining agent for all employees of UICUF, excluding hourly student interns.

Job Definitions

Union Staff: Union Staff shall be defined as any employee of UICUF providing regular and persistent labor for the benefit of UICUF and its members. Union staff may be full or part time, salaried or hourly, as appropriate to their role. Union staff shall have a reasonable expectation of ongoing employment unless and until the appropriate steps outlined in this document are undertaken to end that employment.

Temporary: Temporary employees are those hired in consultation with the Guild to work for a special program for a specified period not to exceed six (6) months. If the employer chooses to retain the temporary employee after 6 months, then the employee will be appointed as Union Staff. Temporary employees whose employment is for more than sixty (60) days are entitled to receive benefits. When the Employer contemplates hiring a temporary employee the Employer and the Union will meet and agree on a job description classification, hours of work, and duration of employment for that temporary employee.

Article III. Non Discrimination

In the application of this Agreement, there shall be no discrimination by the Guild or Employer against any member of the bargaining unit because of race, ethnicity, creed, color, sex, religion, national origin, citizenship status, order of protection status, marital status, civil union status, parental status, age, medical condition, disability, genetic information, ancestry, military or veteran status, sexual orientation, gender identity, expressions of gender identity, arrest or conviction record, political belief, organizational affiliation, membership or non membership in or activity on behalf of or in opposition to the Union.

Article IV. Union Rights Union Shop

All employees covered by this Agreement, as a condition of employment, shall within thirty (30) days of employment become and remain in good standing a

member of the Guild.

Dues Deduction Upon an employee's voluntary written assignment, the Employer shall deduct monthly from the monthly earnings of the employee and pay to the Guild no later than the 20th day of each month an amount equal to Guild initiation fees, dues, and assessments. Such amounts shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished the Employer by the Guild. The schedule may be amended by the Guild at any time. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.

The dues deduction assignment shall be made upon the following form:

ASSIGNMENT AND AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

To

I hereby assign to the Chicago News Guild CWA, and authorize the Employer to deduct monthly from any salary earned or to be earned by me as an employee, an amount equal to Guild initiation fees, dues, and assessments as certified by the Treasurer of the Guild starting on the twentieth (20th) in the month following the date of this assignment. I further authorize and request the Employer to remit the amount deducted to the Chicago News Guild not later than the 20th day of each month.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between yourself and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between the Employer and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Employer and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable contract between the Employer and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer receives it.

This assignment and authorization are voluntarily made in order to pay my

equal share of the Guild's costs of operation and is not conditioned on my present or future membership in the Guild.

This assignment and authorization supersede all previous assignments and authorizations heretofore given by me in relation to Guild initiation fees, dues and assessments.

Employee's signature

Date

Implementation Meetings UICUF and the Guild agree to meet to discuss implementation of the Agreement or any other matter of mutual concern upon request by either party.

UICUF and the Guild agree to meet upon request of either party to review the UICUF insurance program for the purpose of making recommendations concerning plan benefits, costs, and continuation of the current plan and/or plan administrator.

Article V. Hours, Workload, and Compensatory Time Normal Workweek

The normal workweek shall be Monday through Friday. Salaried employees will be expected to work a 40-hour work week, and hourly employees will be expected to work within the hours deemed appropriate to their role, typically between 20 and 30 hours. Normal work hours consist of 8-hour days to be worked between 9am and 6pm. Work may occasionally occur outside of these times when deemed necessary by the employee or employer. Hourly employees working more than 40 hours a week will be entitled to payment at a rate of 1.5 hours per hour worked beyond 40. By mutual agreement between the Employee and the Employer, Employees may work from home.

Employees shall not be compelled to work seven consecutive days, or more than 60 hours during any seven-day period except by mutual agreement between the employee and UICUF. Hourly employees shall not be compelled to work less than 20 hours or more than 30 hours except by mutual agreement between the employee and UICUF.

Breaks The employee is entitled to an hour paid lunch break daily

Account of Work Activities Employees will keep a weekly record of the hours worked,

which will be submitted to the employer upon request, within 7 days or as soon as practical. Employees will keep a cumulative total of the hours worked above their weekly work expectations, when applicable. In the event the actual workloads differ substantially from weekly work expectations, the parties will work together to adjust either employee responsibilities or workload expectations, or both.

Compensatory Time Salaried employees and the Employer recognize that employment will involve varying weekly workloads based on the projects undertaken by UICUF. For each hour worked beyond the normal 40 hours per week, the employee will be compensated with an equal number of hours off of work ("compensatory time"). Unclaimed compensatory time may, at the discretion of the Employee, either be (1) paid out no later than one year after the overwork is performed as a prorated amount of the employee's monthly salary; or (2) banked for later use by the Employee, up to a limit of 100 hours.

Multi-day Assignments If effective performance of an employee's job duties includes participation in activities that include travel and last more than 24 hours (e.g. conferences, training sessions), compensatory time will be accrued during these assignments based on time worked while away, which will be approved by the UICUF president.

Article VI. Working Conditions

UICUF will provide staff members with all materials, equipment and technology required for the performance of their duties, including but not limited to computers, printers/access to printing facilities, and general office supplies. Expenses incurred by staff in purchasing necessary materials, equipment and technology shall not exceed \$100 per month without prior approval by their supervisor.

UICUF will provide appropriate office, meeting, and storage space, including covering any associated costs for parking, internet access, and utilities, for all staff, excluding remote staff. Staff will retain the right and ability to access such spaces during periods when the buildings may be closed.

Staff may request health-related accommodations under the Americans with Disabilities Act (ADA) if needed for the fulfillment of their regular duties.

If, in the course of assigned duties, an employee is embroiled in or threatened with legal action, the employer will provide all legal and financial assistance including payment of all fines and bail. If, in the course of assigned duties, an employee is

incarcerated, the employer will furnish full salary and benefits as outlined in this agreement for the period of incarceration. The Employee cannot be compelled to participate in any activity that could result in arrest. The employer shall not be held responsible for legal actions taken against the employee that do not directly relate to the performance of their duties.

Staff will refrain from political activity internal to the union, and from endorsing candidates in a union election.

Article VII. Compensation and Benefits Compensation

Hourly employees in no event will be paid less than \$25 per hour. Full-time employees will in no event be paid less than \$60,000 annually.

All employees who have been appointed by February 16 of a calendar year will receive an annual pay raise on August 16 of that year at the same rate as the total average raise UICUF bargained with the University for that Academic Year.

Promotion All employees are eligible for consideration for a promotion no later than during their fourth year of employment. All employees are eligible for consideration for a second promotion during or after their fourth year of employment following an initial promotion. This article is not intended to restrict the employer's right to promote an employee sooner. Employees will receive a raise of no less than 10% upon promotion.

Group Health Insurance The Employer will provide all employees with comprehensive family group health, dental, and vision insurance. The Employer will pay 100% of all premiums. Family health insurance will include spouses, domestic partners, dependents, and children of the Employee.

In the case that the Employee has other health, dental, and/or vision insurance, and if the group insurance plan allows the Employee to do so, the Employee may opt out of the employer-paid health, dental, and/or vision insurance at the Employee's discretion. The Employer will pay \$250 in taxable income per month to any Employee opting out of group health insurance.

Group health insurance is at the time of this agreement provided by Blue Cross Blue Shield, dental insurance by Delta Dental, and vision insurance by VSP. In the case that the Employer contemplates changes to insurance providers or benefits, the Employer will immediately bargain with the Guild over all portions of this Agreement that have a

potential economic impact on the Employee. Changes regarding the health insurance plan or provider will be mutually agreed upon between the Employer and the Guild. The resulting mutual agreements will be added to this contract as side letters.

Employees and/or their spouses or domestic partners who are eligible for Medicare will enroll in Medicare, and the Employer will reimburse the Employee the full cost of Medicare premiums and the required supplemental insurance coverage.

Group Life Insurance The Employer will provide all hourly employees with term life insurance in the amount of \$50,000 annually, and all salaried employees \$100,000. In the event a group plan is not feasible or cost-effective because of the size of the bargaining unit, the Employer will reimburse employees for individual plans mutually agreed to by the Employer and the Guild. The resulting mutual agreement will be added to this contract as a side letter.

Long-term and Short-term Disability Insurance The Employer will provide all employees with short-term and long-term disability insurance. All premiums will be paid by the Employer. At the time of this agreement short-term and long-term insurance is provided through UIUC Graduate Employees' Organization. In the case that the Employer contemplates changes to insurance providers or benefits, the Employer will immediately bargain with the Guild over all portions of this Agreement that have a potential economic impact on the Employee.

Group Retirement Plan The Employer will make an annual contribution for each Employee with a year or more of employment with UICUF to a group retirement plan at a rate equivalent to fifteen (15) percent of annual wages or salary. In the event a group plan is not feasible or cost effective because of the size of the bargaining unit, the Employer will make an annual cash payment to each Employee by December 15 of each year for an after-tax equivalent of fifteen (15) percent of annual wages or salary to allow for individual savings.

Transportation and Cellular Phone Allowance The Employer will provide hourly employees working at least 20 hours a week with a \$100 per month allowance towards the costs of transportation (not to the exclusion of paid out of state travel for union purposes) and cellular phone usage. The Employer will provide salaried employees a \$200 per month allowance towards the costs of transportation and cellular phone usage.

Professional Development The Employer will provide each Employee reimbursement for up to \$1200 annually for professional development expenses in addition to paying for any professional development or training required by the

Employer. Expenses must be approved in advance by the President of UICUF. Employees will be entitled to one (1) day off from work each Saturday or Sunday they are away from home while pursuing approved professional development.

Article VIII. Vacation, Holidays, and Other Leaves

Definitions For the purposes of this agreement, one day would be equivalent to 8 hours of work time.

Paid Vacation In the first year of employment, each salaried Employee will be entitled to fifteen (15) days of paid vacation, and each hourly Employee will be entitled to ten (10) days of paid vacation. Beginning with the second year of employment, each salaried Employee will be entitled to twenty (20) days annual paid vacation, and hourly employees will be entitled to ten (10) days of annual paid vacation. Beginning with the sixth year of employment, each salaried Employee will be entitled to twenty-five (25) days annual paid vacation, and each hourly Employee will be entitled to fifteen (15) days annual paid vacation. Beginning with the tenth year of employment, each employee will be entitled to thirty (30) days annual paid vacation. The Employee may choose to have unused vacation days paid out at the end of each year of employment or at the end of employment, or roll the unused days over to the subsequent year, to a maximum of 30 vacation days per year.

Paid Sick Leave All union staff will have 20 days paid sick leave each year. An additional period of paid sick or disability leave of up to 3 months at 100% of salary will be provided when documentation of medical advisement/necessity is provided.

Unused sick days shall be rolled over to the following year, to a maximum accumulation of 60 days paid sick leave.

Employees shall have the right to use compensation time to attend scheduled medical, dental and vision appointments for the Employee or Employees' family members.

Paid Personal Leave Employees will be granted three (3) days paid personal leave. Except in an emergency, the Employee will notify the President of UICUF in advance of their intent to take a personal day.

Bereavement Leave Employees will be granted paid leave in the event of the death of immediate family members and individuals for whom the employee has a legal

responsibility. Employees may take bereavement leave for other people upon mutual agreement with the UICUF President. The leave is limited to five (5) workdays per year. The Employee may also take up to ten (10) unpaid days, or the employee additionally may use any of their other vacation, sick, or compensatory days. Use of paid vacation, sick days, or compensatory days versus unpaid days is at the discretion of the employee and may not exceed ten (10) additional days after the five (5) initial bereavement days without special permission from the employer. The Employee will inform the President of UICUF of the name and relationship to the deceased.

Paid Holidays The Employee will receive paid leave for the following holidays, or the nearest working day if they fall on a weekend: Dr. Martin Luther King Jr. Day, May Day (May 1), Memorial Day, Independence Day, Labor Day, the day before Thanksgiving Day, Thanksgiving Day, the Friday immediately following Thanksgiving, and December 24 - January 1st. All holidays occurring on a Saturday will be observed on a Friday and all holidays occurring on a Sunday will be observed on a Monday. Holidays may not be carried over or cashed out, unless the employer and employee both consent to the employee working on one of the holidays listed above.

Jury Duty and Immigration Leave The employee may take paid leave for any jury duty they are called upon to serve, provided they supply the employer with proper documentation. No employee shall suffer any loss of pay due to either jury duty or subpoena. Any fees received by an employee in connection with the above shall be endorsed to the employer.

The employee may take paid leave for any immigration hearings or appointments, or to seek advice about immigration issues.

Leave for Birth or Adoption of a Child Pregnancy Leave: Pregnancy will be considered as a temporary physical disability and will be treated as all other illnesses or periods of temporary physical disabilities. Employees are eligible for six (6) weeks paid pregnancy leave without the use of accrued sick leave days during pregnancy and/or immediately following delivery in accordance with physician/doctor certification of disability. The Employee will inform the President of UICUF of the expected time of physical ability to return to work or commencement of paid family leave if applicable. Pregnancy leave will be considered ended at the time the physician/doctor certifies safe return to work. Such paid leave will run contiguous with Family Medical Leave (FMLA) if applicable.

Family Leave: A paid family leave of up to six (6) weeks for the birth or adoption of a

child will be granted to any Employee who has been employed at least one year at the time of the request. Such leave will commence immediately after the conclusion of pregnancy leave if applicable or after birth of a child or placement of a child through adoption. During such leave, the Employee shall suffer no loss of wages or benefits contained in this Agreement. Such paid leave shall run contiguous with Family Medical Leave (FMLA). The request for paid leave will be made to the President of UICUF and state the commencement and termination dates of the leave.

Other Unpaid Leave The employee may request unpaid days of leave to use during UIC's scheduled winter, spring, and summer academic breaks. Requests may only be suggested by the Employee. No such request can be made by the Employer. Unpaid leave shall only be granted if the balance of the Employee's paid vacation days have been exhausted before the commencement of the unpaid leave. An Employee on unpaid leave may continue participation in any existing benefits programs at their own expense.

Article IX. Appointment, Reappointment, and Evaluation

Appointment and Reappointment All initial appointments of Union Staff will be for one (1) year in duration. A transparent and fair evaluation process will be conducted by the Employer for each Employee after a six (6)-month period, and the Employer will notify each Employee of reappointment or non-reappointment no later than ten (10) months after the initial appointment. The Employer will state in writing a reason for any non-reappointment.

Reappointment of Union Staff after an Initial year of employment will be for a three (3) year term. A transparent and fair evaluation process will be conducted by the Employer for each Employee at each anniversary of the Employee's initial appointment. The Employer will notify each Employee of reappointment or non-reappointment to a new three-year term no later than the beginning of the Employee's fourth year of employment. Any reappointment must be for a three (3)-year term. The Employer will state in writing a reason for any non-reappointment.

Beginning with the fifth year of employment, each Employee will be informed of reappointment or non-reappointment to a new three (3)-year term on each anniversary of their initial appointment, creating a rolling three (3)-year contract. The reappointment or non-reappointment will be preceded by a transparent, fair, and mutually agreed upon evaluation process. The Employer will state in writing a reason for any non-reappointment.

Evaluation The Employer will share evaluation criteria, measures, and process with each Employee upon the time of initial appointment, reappointment, and then annually at each Employee's anniversary date thereafter so that any changes in criteria, measures, and processes are known to the Employee one year in advance.

Each UICUF staff member shall be evaluated on an annual basis. These evaluations shall be used as reference for the purpose of making reappointment and/or promotion decisions.

All materials the Employer uses as the basis of an Employee's evaluation shall be placed in the Employee's employment file and be accessible to the Employee.

Article X. Discipline & Dismissal

Only the UICUF President or their designee has the right or responsibility to discipline or dismiss employees.

Discipline The Employer and Guild agree with the principle of positive progressive discipline intended to correct deficiencies when possible, and that a reasonable process under the circumstances is required to impose discipline for just cause. Progressive discipline is based on the idea that as offenses occur appropriate discipline will be administered in a series of steps. The parties acknowledge that discipline might not be progressive if the offense is sufficiently serious.

The levels of progressive discipline for bargaining unit members are (1) verbal warning, (2) letter of warning, (3) suspension, and (4) dismissal. Verbal warnings shall be accompanied with a written notation that a warning was given.

Employees shall have the right to request and have a Guild representative present at any discussions with the Employer where the subject of discussion is disciplinary in nature or may reasonably lead to some form of discipline or reprimand.

Dismissal The Employer may only dismiss employees for just cause. The Employer must give any Employee a written notification specifying the causes for dismissal sixty (60) days prior to the date of dismissal. The Employee may appeal their dismissal within thirty (30) days of receiving such notice through the grievance and arbitration procedures in Article XIII.

Article XI. Reduction in Force & Recall

In the event that a political or financial crisis threatens the ongoing viability of the organization to such an extent that the Employer must implement a Reduction in Force, Employees will receive six (6) months notice prior to termination; six (6) months severance pay, including full benefits; or some combination thereof totaling six (6) months.

In the event of a layoff, the Employer will lay off employees in the order of reverse seniority. The employee shall be on recall status for the period of one (1) calendar year. While on recall status, an Employee shall be made aware by the Employer of any positions that are created or become vacant. If recalled, the Employee will be rehired under the same title and conditions. Employees will be rehired in order of seniority.

Article XII. Bullying and Harassment

Both the Union and Employer are committed to creating a work environment characterized by mutual respect among all parties, and will not tolerate any workplace bullying or harassment. Bullying is repeated abusive behavior, either direct or indirect, that is threatening, humiliating, or intimidating; work interference; or verbal abuse. Abusive conduct may include, but is not limited to: verbal abuse such as the use of derogatory remarks, insults, and epithets; verbal or physical conduct of a threatening, intimidating, or humiliating nature; the sabotage or undermining of an employee's work performance, including isolation and exclusion; or attempts to exploit employee's known psychological or physical vulnerability.

At the request of either the Employee or Employer, an independent third party will investigate the incident(s) in question. The employer will not retaliate against the employee in any way during or after this investigation, and the results of the investigation will be made available to everyone involved.

If an internal or independent investigation finds that a UICUF member has violated this article, a member of the Executive Board or Personnel Committee will give them a warning about their behavior. The employee may choose to be a part of this process or not. If the behavior continues, the UICUF member may also be barred from supervising or engaging with particular employees.

This article is subject to the grievance procedure described in Article XIII.

Article XIII. Grievance & Arbitration Grievance Procedure

When differences arise between the Guild and Employer, they shall be settled using the following procedure. The Guild and Employer agree to attempt to resolve grievances informally before using this procedure.

Step 1. When a grievance first arises, the employee or a Guild representative will file a written grievance with the UICUF Personnel Committee. The Personnel Committee or its designee shall hold a grievance meeting with the grievant and/or Union representative within ten (10) workdays of the filing of a written grievance. The grievance meeting may be waived by mutual consent. The Committee or its designee shall give their written reply within fifteen (15) workdays after the conclusion of the Step 1 grievance meeting.

Step 2. If a grievance is not resolved at step one, the grievant and/or Guild representative may appeal the Personnel Committee's decision in writing to the UICUF Executive Committee within ten (10) working days of the response date in Step 1. The Executive Committee or its designee shall hold a grievance meeting with the grievant and/or Guild representative within ten (10) workdays of the filing of a written grievance. The grievance meeting may be waived by mutual consent. The Committee or its designee shall give their written reply within fifteen (15) workdays after the conclusion of the Step 2 grievance meeting. Failure of the Executive Committee to reply shall result in a decision favorable to the grievant.

Both parties agree that mediation is preferable to arbitration where practicable. Mediation will be conducted through a mutually agreed-upon process and by a mutually agreed-upon team. Time spent seeking mediation will not be counted toward the deadline to file for arbitration. Any costs that are incurred shall be split evenly between the Employer and the Guild.

Arbitration If the grievance is unresolved at Step 2, the employee may notify the Executive Committee that the grievance will proceed to arbitration and shall request a list of five (5) potential arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the names, the parties shall alternately strike names until one name remains. The party to make the first strike shall be determined by lot. The arbitrator derives authority wholly and exclusively from this Agreement. The decision of the arbitrator shall be final and binding.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. They shall consider and decide only the specific

issue submitted to them in writing by the Employer and the Guild and shall have no authority to make a recommendation on any other issue not so submitted to them.

All fees and expenses of the arbitrator shall be split evenly between the Employer and the Guild. Each party shall bear the cost of preparing and presenting its own case. Expenses of witnesses, if any, shall be borne by the party calling the witness. The costs of any transcripts of the hearing required by the arbitrator shall be paid by the Employer. If either party wishes a transcript of the hearing, it may have one made at its own expense, but shall provide the arbitrator and the other party a copy at no charge.

Article XIV. No Lockout

The Employer shall not lock out employees during the term of this Agreement.

Article XV. Savings Clause

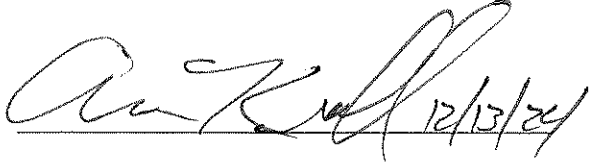
If a court or agency of competent jurisdiction determines any part of this Agreement or any provision(s) contained herein to be illegal or invalid or restrains compliance with or enforcement of any provision pending a final determination as to its validity, such part or provision(s) shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. If either party makes a request, the invalidated part(s) or provision(s) will be renegotiated.

Article XVI Duration

This Agreement shall be effective retroactive to August 16, 2024 and shall remain in effect until August 15, 2028. This Agreement shall be automatically renewed for one year on August 16, 2028 and each following year on August 16, unless one party notifies the other that it wants to terminate or renegotiate it no more than 120 days and no less than 90 days prior to expiration.

Side Letter on Retroactivity. Employees who are eligible for an annual raise under this contract and have not received one will receive retroactive pay for any month after August 2024.

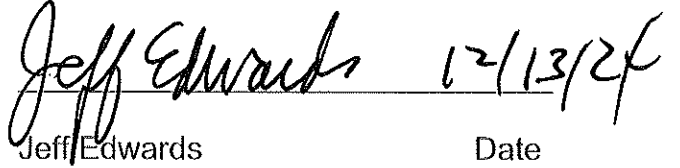
UICUF and the Guild execute this agreement by signing below.

 12/13/24

Aaron Krall

Date

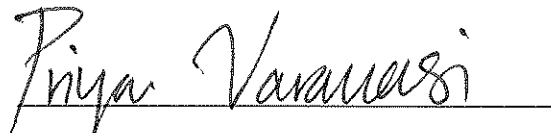
UIC United Faculty President

 12/13/24

Jeff Edwards

Date

Unit Chair



Priya Varanasi

Unit Chief Steward

Andy Grimm Date

Chicago News Guild President