COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL No. 73

and

NORTHWESTERN UNIVERSITY

August 31, 2023 Through August 31, 2026
# TABLE OF CONTENTS

Preamble and Purpose........................................................................................................... 1

Article I - Recognition and Bargaining Unit Description.................................................... 1

Article II – Union Membership & Dues.............................................................................. 2

Article III – Management Rights...................................................................................... 5

Article IV – Union Rights............................................................................................... 5

Article V – Stewards........................................................................................................ 7

Article VI – Labor Management Committee.................................................................... 7

Article VII – Release Time.............................................................................................. 8

Article VIII – No Strikes / Lockout.................................................................................. 8

Article IX – Grievance and Arbitration............................................................................ 9

Article X – Discipline...................................................................................................... 12

Article XI – Probationary Period..................................................................................... 12

Article XII – Hours of Work & Overtime........................................................................ 12

Article XIII – Compensation......................................................................................... 13

Article XIV – Librarian Faculty Guidelines for Classification, Appointment, and Promotion........................................................................................................................................................................... 14

Article XV – Professional Development.......................................................................... 18

Article XVI – Performance Reviews................................................................................ 21

Article XVII – Holidays.................................................................................................. 21

Article XVIII – Personal Floating Holiday Time.............................................................. 22

Article XIX – Vacation...................................................................................................... 23

Article XX – Incidental Sick Time & Extended Sick Time............................................... 25

Article XXI – Bereavement Leave.................................................................................... 26

Article XXII – Parental Leave.......................................................................................... 27

Article XXIII – Insurance, Tuition Benefit and Retirement Plans.................................... 28

Article XXIV – Open Positions......................................................................................... 28

Article XXV – Flexible Work Strategies.......................................................................... 29

Article XXVI – Emergency Closings................................................................................ 30
Article XXVII – Layoff and Furlough

Article XXVIII – Subcontracting

Article XXIX – Health and Safety

Article XXX – Equal Employment Opportunity & Non-Discrimination

Article XXXI – Personnel File

Article XXXII – Severability

Article XXXIII – Term of Agreement

Signatures of Parties to Agreement

Appendix A – Membership, Deduction, or Agency Payor Objector Form

Appendix B – Compensation Chart
This Collective Bargaining Agreement (“Agreement”) made and entered into on August 31, 2023 by and between Northwestern University, a corporation not for pecuniary profit, hereinafter called the “University;” and LOCAL NO. 73, SERVICE EMPLOYEES INTERNATIONAL UNION, hereinafter called the “Union.”

The provisions of this Agreement shall be in effect from August 31, 2023 until August 31, 2026.

PREAMBLE AND PURPOSE

The Union and the University value and respect the contributions the Represented Workers (as defined in Article I, Section 1) make to the University, and to the University’s mission to advance and communicate knowledge. The parties to this Agreement believe a culture that encourages collaboration and respect promotes a climate of responsibility that is critical to achieving those common objectives. The University and the Union are committed to communicating with one another in a clear manner, characterized by a spirit of professionalism, collegiality, and cooperation toward the common objectives of providing an exceptional learning environment for the University’s students, faculty and staff.

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

ARTICLE I - RECOGNITION AND BARGAINING UNIT DESCRIPTION

Pursuant to the Certification of Representation, issued by the National Labor Relations Board in Case No. 13-RC-284411 the University hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for employees identified in Section 1 below (collectively, “Represented Workers”), and excluding those identified in Section 2 below.

Section 1.

Included: All full-time and regular part-time Communications Specialists; Developers; Developer Leads; non-supervisory Developers Senior; non-supervisory and non-managerial Librarians; non-supervisory Senior Librarians; Systems Administrators; non-supervisory Systems Administrators Senior; Senior Software Developers; Technical Support Specialists Senior; Web and Electronic Communication Specialists; Administrative Assistants I; Administrative Assistants II; Administrative Assistants III; Conservation Technicians; Customer Service Representatives; Collection & Digitization Assistants; Digitization Assistants; Financial Assistants; Library Assistants I; Library Assistants II; non-supervisory Library Assistants III; Library Clerks I; Library Clerks II; Mail Delivery Workers; Technical Support Specialists; User Service Representatives II;
User Support Specialists; User Support Specialist Associates; all other non-professional, non-supervisory, non-managerial, non-confidential, non-guard employees employed by Northwestern University at its library units and facilities currently located in Evanston and Waukegan, Illinois.

Section 2.

Excluded: All other Northwestern University employees; Northwestern University library staff working in the Pritzker (Law School) or Galter (Medical School) libraries; student employees; University Press employees; library employees performing work primarily in the foreign State of Qatar; employees of the Styberg Library located within Northwestern University; University Librarian (Dean of Libraries); Associate University Librarians; Directors; Associate Directors; Business Administrators; Business Coordinator; Collections Coordinator; Circulation Services Supervisor; Chief Conservator; Curators; Digitization Manager; Library Department Heads; Ops Manager; Manager Library Facility/Security; Project Manager Lead; Systems Analyst Lead; Receiving Room Supervisor; University Archivist; Executive Assistant; managers; confidential employees; temporary employees; fellows; statutory guards and supervisors as defined in the Act.

ARTICLE II – UNION MEMBERSHIP & DUES

Section 1. Union Representation

All Represented Workers 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 latter, either:

A. become a dues-paying member of the Union; or

B. in the alternative, tender a monthly agency fee (as a service charge toward the cost of administration of this Agreement and representation by the Union) to the Union which shall not exceed the amount of initiation fees and monthly dues uniformly required for Represented Workers to acquire and retain membership in the Union. The deductions will be made in accordance with Section 3. The Union shall certify to the University and the Represented Workers, in writing, at least once per year, the agency fee calculation. Represented Workers who are subject to the agency fee payments shall have the right to appeal in accordance with applicable laws.

Section 2. Good Standing and Union’s Written Request to Discharge a Represented Worker

All Represented Workers 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 make a written request that a Represented Worker who fails to join the union, maintain Union membership, or pay a representation fee shall be discharged. If the Union makes such a written request, the University shall comply, provided that prior to any written request to discharge, the Union shall offer the Represented Worker an opportunity within thirty (30) calendar days to pay the required dues, initiation fees, and/or representation fees that have not been tendered. If the Represented Worker fails to pay within that thirty (30) day time period, and the Union so verifies in writing and makes the written request to discharge, the University shall discharge the Represented Worker.
Section 3. Written Authorization and Maintenance of Check-Off

All Represented Workers who elect to become a member of the Union or to pay an agency fee in accordance with this Article, may provide the University with written authorization to deduct Union membership dues or an agency fee in accordance with Section 5. The written authorization to deduct Union membership dues or an agency fee shall be set forth on the form attached to this Agreement as Appendix A (“Authorization Form”), which may be signed electronically. The Union shall make any changes to the Authorization Form, from time to time, to comply with applicable law and University payroll procedures. The Union shall be responsible for collecting the Authorization Form from the Represented Workers and providing to the University any executed copies of the Authorization Form. Unless terminated in accordance with Section 8 of this Article, the Authorization Form shall continue in effect from year to year, including during any extension or renewal of this agreement. Upon receipt of the Authorization Forms, and provided that the Represented Worker receives a paycheck in any given pay period, the University shall deduct such dues and fees from wages owed to that Represented Worker (excluding salary paid out under the University’s Long-Term Disability plan), unless the authorization is revoked by the Represented Worker in accordance with the terms set forth on the employee’s Authorization Form and contained in this Section, or the deduction would violate the law.

Section 4. Revocation of Authorization

Any Represented Worker who wishes to revoke dues deduction must do so by giving written notice to both the University and the Union during the period not less than thirty (30) days and not more than forty-five (45) days before the annual anniversary date of the Authorization Form or the date of termination of the applicable collective bargaining agreement between the University and the Union, whichever occurs sooner. A Represented Worker 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 5. Deductions for Union Dues or Monthly Agency Fees

1. The amount of the Union membership dues and agency fees shall be established and certified in writing by the Union’s Secretary-Treasurer, or their designee, who shall provide written certification of these amounts to the University’s Payroll Department.

2. Deductions will be made from each biweekly or monthly payroll check/direct deposit, except that, if a Represented Worker is included in that payroll but their earnings are not sufficient to cover this deduction, the dues deduction will be made from the next payroll check.

3. Deduction authorization and revoking notices to be effective in any given pay period must be in the possession of Payroll two (2) weeks before the regular date for issuance of the bi-weekly or monthly payroll. Authorizations received late will not be effective until the next pay period.

Section 6. Indemnification

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 Represented Worker or Represented Workers for amounts deducted from wages because of the University’s compliance with this Article, and at
the University’s election, defend, the University, its Board of Trustees, agents, personnel and students from any and all claims, grievances, awards, actions, suits, judgments, attachments, forms of liability or damages that arise out of or by reason of any action taken by the University pursuant to any provision of this Article. In cases where the Union is elected to defend the University and others, the Union will select the counsel. The Union assumes full responsibility for the disposition of the monies deducted under this Article.

Section 7. Remittance to the Union

Within thirty (30) business days of the date on which the funds were withheld by the University, they 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, 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. Pay period the deduction is based on;
D. Separately listed dues and fees; and,
E. If applicable, a reason dues are not deducted.

The Union shall report to the University any missing or incorrect deductions for dues or agency fees as they become known. In the event that a payroll deduction for a Represented Worker is processed in a manner inconsistent with the Represented Workers’ signed Authorization Form or the terms of the Agreement, the University shall correct the error as soon as practicable after being informed of the error in writing by the Represented Worker or the Union. If the Represented Worker’s deduction for dues or agency fees exceeds the amount authorized by the Represented Worker, the Union shall remit any dues or agency fees received over the authorized amount to the Represented Worker as soon as is practicable after either the Union discovering the incorrect deduction or the Union being notified in writing of the incorrect deduction by the University or the Represented Worker. In such case, and for University recordkeeping purposes, the Union will provide documentation of the remission to the University within ten (10) business days of transmission of payment to the Represented Worker. If the University remits an amount over what was authorized, but it was not deducted incorrectly from the Represented Worker, then the Union shall remit the excess dues or agency fees received directly to the University.

Section 8. Termination of Authorization and Withholding

Any authorization to, or withholding of, Union membership dues or agency fees from the wages of a Represented Worker shall immediately terminate upon the earliest of: (a) a Represented Worker’s termination or separation from employment with the University; or (b) a Represented Worker’s revocation of dues deduction, in accordance with Section 4 (Revocation of Authorization).
ARTICLE III – MANAGEMENT RIGHTS

Section 1. Management of the University is vested exclusively in the University. The University may continue any current policies and practices which do not conflict with the express written provisions of this Agreement. The Union agrees that all powers, rights, and authority of the University, are reserved by the University and that the University has the right to establish, plan, direct, and control the University’s mission, programs, objectives, activities, resources, and priorities; to establish enrollment standards and limits; to establish, administer, and modify reasonable policies, procedures, rules, and regulations, and direct and control University operations; to alter, extend, or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, schedules, responsibilities, classification, work load and assignments of Represented Workers; to direct the workforce; 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 Represented Workers’ performance is evaluated; to establish and require Represented Workers to observe University policies, procedures, rules and regulations, including any applicable policies, procedures, rules and regulations contained in University handbooks and policies; to discipline or discharge Represented Workers; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work and work locations; to schedule hours of service and establish dates of service; to determine all matters relating to the recruiting, hiring, transfer, promotion, demotion, furlough, and layoff of Represented Workers; to establish, reduce, alter, combine, or discontinue any job classification, department, unit, operation, or service, or portion thereof; to open, close in whole or in part, consolidate, reorganize, relocate, and expand any of the University’s facilities, services, operations, and programs.

The University recognizes the interests of the Union in any changes which materially affect the working conditions of those represented by the Union and will keep the Union, through its designated representative, informed as to such changes at least fourteen (14) days prior to such changes, whenever possible.

Section 2. The University may continue any current policies and practices which do not conflict with the express written provisions of this Agreement. The University’s Staff Handbook, including rules of conduct contained therein, as may be in effect from time to time, shall apply to all Represented Workers without a Librarian Faculty appointment as the Staff Handbook applies to all other staff without Faculty appointment at the University. The Librarian Faculty Terms of Appointment and applicable provisions of the Staff Handbook and Faculty Handbook, as may be in effect from time to time, shall apply to Represented Workers with Librarian Faculty appointments covered by this Agreement, as they apply to all other Librarian Faculty at the University.

ARTICLE IV – UNION RIGHTS

Section 1. Represented Workers, following the Libraries’ applicable procedures and with reasonable advance notice to the Office of Organizational Development and Diversity, shall be permitted to reserve the Ver Steeg Faculty Lounge in the University Libraries for the purpose of
conducting Union meetings relating to the administration of this Agreement. If the Ver Steeg Faculty Lounge is not available on the day requested by the Union and there is not availability on another mutually agreeable date, then the Libraries will take reasonable efforts to identify alternate meeting spaces for the Union.

Section 2. Union staff, following the Libraries’ applicable procedures for visitors and with reasonable advance notice to the Office of Organizational Development and Diversity, shall be permitted to reserve the Ver Steeg Faculty Lounge in the University Libraries for the transaction of necessary Union business relating to this Agreement, so long as there is no disruption of normal business and academic activities. Both Union staff and Represented Workers agree to comply with all University regulations and policies regarding the reservation and use of the Ver Steeg Faculty Lounge, including following proper reservation procedures. If the Ver Steeg Faculty Lounge is not available on the day requested by the Union and there is not availability on another mutually agreeable date, then the Libraries will take reasonable efforts to identify alternate meeting spaces for the Union.

Section 3. The University Libraries will provide all new Represented Workers with contact information for the designated stewards. The Represented Workers’ understanding of the Agreement and the role of the Union in the employment setting are inherently important to the employment relationship. As such, the employer shall allow for a 30-minute session within the first 10 days of employment for new Represented Workers to receive an overview of the Union and the Agreement. This session will be conducted by Union representatives designated by the Union, which may include Represented Workers designated by the Union, provided that the Union staff follows the Libraries’ applicable procedures for visitors and provides reasonable advance notice to the Office of Organizational Development and Diversity and any Represented Workers’ supervisor. Represented Workers designated by the Union to assist with this orientation shall be allowed to do so during their regularly scheduled hours of work with no loss of pay. The University Libraries shall provide to the Union’s Staff Representative a list of new Represented Workers who are commencing employment as many days as possible prior to their date of hire, and no later than one (1) day before the date of hire.

The University and the Union agree that for the life of this Agreement, any and all representatives of the University shall be absent from the room during the Union onboarding meeting.

Section 4. The University will designate bulletin board(s) in nonpublic locations available for the use of the Union for the purposes of posting notices of meetings and other legitimate and appropriate Union activities. Material posted to University bulletin board space will be appropriate to the workplace and identified as Union literature. The Union shall send a copy of each notice to be posted to the Director of Organizational Development and Diversity, or their designee, at least two business days before posting. The Union shall monitor the bulletin boards and shall promptly remove inappropriate or outdated material.
Section 5. On a quarterly basis, the University will provide the Union with a membership list based on the then currently available centralized information. To the extent available, that list shall include the employee’s first and last name, shift, job title, department, work location, home address, all telephone numbers (including personal phone numbers), personal and work email addresses, date of birth, date of hire, base pay rate, and employee identification number.

ARTICLE V - STEWARDS

Section 1. The University recognizes the right of the Union to designate a reasonable number of Represented Workers to act as a union stewards. The Union shall notify the University of the name of the stewards and will provide at least seven (7) days’ notice before a new steward becomes active.

Section 2. The authority of the stewards so designated by the Union shall include the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this Agreement;

2. The transmission of such messages and information which shall originate with, and are authorized by, the Union or its officers, provided such message and information
   a) has been reduced to writing, or;
   b) if not reduced to writing, is of a routine nature and does not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the University’s business.

Section 3. After notifying their supervisor, and receiving approval, the steward will be permitted to leave their work to investigate or adjust a grievance of any Represented Worker within their jurisdiction. If operational needs require that the steward remain at their work, every reasonable effort will be made to find a replacement. If a replacement cannot be found, the steward will be permitted to leave their work as soon as operational needs permit. Only the specifically listed duties contained in Subsection 2 shall be compensated by the University, provided that the time away from work has been approved.

ARTICLE VI – LABOR MANAGEMENT COMMITTEE

Section 1. The University and the Union are committed to an ongoing collaborative relationship characterized by candid and effective ongoing communication over matters contained in the Agreement and other matters pertinent to the work responsibilities of Represented Workers. To that end, the Parties agree to the creation of a joint labor-management collaboration committee (referred to in this Article as the “Committee”).
Section 2. The Committee shall consist of no more than four (4) representatives designated by the Union and four (4) representatives designated by the University. Each Party will designate their own representatives to the Committee.

Section 3. Matters of mutual concern, including issues tending to cause misunderstandings, shall be considered and recommendations may be made to either the University or the Union, or to both, by the persons present at the Committee meeting. However, the University shall retain the final authority with respect to adopting recommendations made by Committee members. The Committee shall not have authority to modify or infringe upon the terms of this Agreement. Meetings of this Committee shall not be used for negotiations for purposes of altering this Agreement or to discuss or submit grievances. Any discussions in a committee meeting regarding the subject of a grievance shall not be considered to toll or satisfy any applicable deadlines under the grievance and arbitration framework in this Agreement.

Section 4. Unless the parties mutually agree otherwise, the Committee shall meet at least once a quarter at a mutually acceptable date, time, and location. Additional meetings may be held by mutual agreement. The meeting time shall be considered paid work time for Committee members, provided that non-exempt Represented Workers appropriately track their time spent in the Committee meeting. Two (2) weeks prior to each meeting, designated Committee representatives of the Union and the University shall suggest agenda items to one another.

Section 5. The Union recognizes that the University from time to time must address a variety of exigent circumstances that affect its operation. Nothing in this Article shall operate to prevent the parties from meeting or consulting on short notice to address time-sensitive issues that require immediate attention.

ARTICLE VII – RELEASE TIME

The University will provide five (5) Represented Workers with paid release time to attend scheduled bargaining sessions for the purpose of negotiating a successor agreement, provided that adequate staffing of the Libraries is able to be maintained. Supervisors shall make reasonable efforts to adjust duties to accommodate for this release time. Paid release time shall be at the Represented Workers’ regular rates, and shall not count in the calculation of overtime or other premium pay. Release time shall be provided upon request at least two weeks in advance, absent special circumstances in which two weeks’ notice is not practical. Release time to attend a bargaining session shall be no greater than five (5) hours per employee per session.

ARTICLE VIII – NO STRIKES / LOCKOUT

Section 1. During the term of this Agreement, neither the Union nor a Represented Worker will:

(a) instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, walk-out, observation of picket lines on the University premises; or
(b) commit any other interference with or stoppage of work by a Represented Worker or other University work.

Nothing in this Section prohibits a Represented Worker from participating in “demonstrations” on non-working time under the terms of the University’s “Demonstration Policy,” as such policy is in effect and may be amended from time to time.

Section 2. In the event of a violation of Section 1 of this Article, the Union agrees to immediately take all steps that are within its power to induce Represented Workers engaged in a strike or work stoppage in violation of the terms of this Agreement to return to work, including but not limited to disavowing such action and directing all Represented Workers, Union officers, representatives, employees, or members who participate in such unauthorized activity to cease and desist from same immediately, and directing all Represented Workers to return to work, with such other steps as may be necessary under the circumstances to bring about compliance with this Article.

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 Represented Workers engaging in any activity in violation of Section 1 of this Article are subject to immediate termination.

Section 4. During the term of this Agreement, the University agrees that it shall not lock out any of the Represented Workers 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 IX – GRIEVANCE AND ARBITRATION

Section 1. Definition

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

The parties further agree, however, that if a Represented Worker is named in a complaint or asserts their own complaint under Title IX of the Education Amendments of 1972, the matter will be processed through the procedures required by statute and administrative regulations and guidance, as implemented by the University, and the University will make final determinations and take action consistent with its statutory and regulatory obligations. The University’s determination shall be final and non-grievable under this Article.
B. The availability of the formal procedures of this Article notwithstanding, an aggrieved Represented Worker and a Union representative may choose to attempt to resolve an issue or disagreement informally through discussion between the Represented Worker and a Union representative, and the appropriate University representative. However, such discussions will not extend the deadlines for filing a written grievance, subject to Section 2.B of this Article.

C. Nothing in this Agreement shall prevent a Represented Worker 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 Represented Worker and the University settle a dispute without the written and express agreement of the Union, that settlement will not create a precedent for either party in the interpretation or application of this Agreement.

Section 2. Grievance Procedure Rules

A. An aggrieved Represented Worker or the Union shall present a grievance within fourteen (14) calendar days of when the aggrieved Represented Worker knew or reasonably could have been expected to know of the circumstances giving rise to the grievance. The grievance must be specified in writing, on a form mutually agreed upon by the parties, and must include the nature of the grievance, the provision(s) of the Agreement at issue, the date of the alleged action, the name(s) of the Represented Worker(s) affected, and the relief requested.

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

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

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

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 Represented Worker’s designated Department Head and Supervisor (as applicable) within fourteen (14) calendar days of when the aggrieved Represented Worker knew or reasonably could have been expected to know of the circumstances giving rise to the grievance. The grievance shall be dated and signed by the Represented Worker or the Union representative and comply with the requirements set forth above in Section 2.A. Within twenty-one (21) calendar days of submission of the written grievance, the Department Head and Supervisor (as applicable) shall meet at a mutually convenient time and place with the Represented Worker 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. If no answer is provided in writing within fourteen (14) calendar days, the grievance shall be deemed denied.

Step 2: Grievances not resolved at Step 1 may be appealed in writing by the Union or the Represented Worker to the University Librarian (or the University Librarian’s designee), 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 University Librarian (or their designee) shall conduct a meeting within twenty-one (21) calendar days of receiving the appeal, and at a mutually convenient place and time on a business day, for the purpose of attempting to resolve the grievance. The University Librarian (or their designee) shall send a written answer to the parties within twenty-one (21) calendar days following this meeting. If no answer is provided in writing within twenty-one (21) calendar days, the Grievance shall be deemed denied.

**Step 3:** Grievances not resolved at Step 2 may be appealed in writing by the Union or the Represented Worker to the Vice President and Chief Human Resources Officer (or their designee) within twenty-one (21) calendar days following the issuance of the Step 2 answer. The appeal shall set forth in writing the factual or other reason(s) for the appeal. Within twenty-one (21) calendar days of receiving an appeal, the Vice President and Chief Human Resources Officer (or their designee(s)) shall hold a meeting at a mutually convenient place and time on a business day for discussion of the grievance. The Vice President and Chief Human Resources Officer, or their designee(s), shall send a written answer to the parties within twenty-one (21) calendar days following this meeting. For grievances filed by or on behalf of a Represented Worker with a Librarian Faculty appointment, the Vice President and Chief Human Resources Officer (or designee) shall consult with the Associate Provost for Faculty (or designee) before responding in writing to the grievance. If no answer is provided in writing within twenty-one (21) calendar days, the grievance shall be deemed denied. Any grievance involving the dismissal of a Represented Worker or a grievance against the University Librarian 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 Vice President and Chief Human Resources Officer 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 Vice President and Chief Human Resources Officer, the University and the Union shall attempt to select an arbitrator. If an arbitrator is not selected within fourteen (14) days following receipt of the written notice, the parties shall request that the Federal Mediation and Conciliation Service (FMCS) furnish each party with an identical panel of seven (7) arbitrators who are members of the National Academy of Arbitrators, none of whom are employed by the University or the Union. Either party, before striking any names, will have the right to reject one (1) panel of arbitrators. If none of the arbitrators on the list are mutually agreeable, the arbitrator shall be selected from the list by alternately striking names, with the parties alternating which strikes first. The Union will be the first party to make the first strike.

(B) The arbitrator will be notified of their selection by the Union or the FMCS, as the case may be, requesting that they set a time and place for the hearing, subject to availability of the University and Union representatives.
(C) Not more than one (1) grievance may be submitted to or be under review by any one arbitrator at any one time unless the parties agree otherwise.

(D) The decision of the arbitrator on any grievance submitted under this Article shall be final and binding on all the parties.

(E) 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 fees and costs of presenting its case to the Arbitrator.

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

ARTICLE X – DISCIPLINE

Section 1. The University reserves the right to take progressive, corrective action, including but not limited to verbal warning, written warning, suspension, and termination for just cause. Depending upon the nature of the conduct or performance involved, the University reserves the right to combine or skip any level of discipline mentioned herein. Nothing will prevent the University from departing from the notion of progressive discipline based on the severity of the offense. A Represented Worker may grieve such disciplinary action, suspension, or discharge through the provisions of Article IX (Grievance and Arbitration) only within the time limits set forth in that section. Just cause shall mean that there is a reasonable basis for the University’s action, supported by the preponderance of evidence, and which basis is not arbitrary, capricious, or illegal, in light of all the circumstances.

Section 2. The University will not discipline a Represented Worker solely for engaging in activity that is protected by Section 7 of the National Labor Relations Act.

Section 3. At the discretion of the University, a Represented Worker 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, is not subject to the just cause standard, and shall not be grieved through the provisions of Article IX (Grievance and Arbitration).

ARTICLE XI – PROBATIONARY PERIOD

A Represented Worker without a Librarian Faculty appointment shall have a probationary period of six (6) months from the date of hire. During the probationary period, an employee may be discharged without recourse from the Union.

ARTICLE XII– HOURS OF WORK & OVERTIME

Section 1. The University has the right to schedule work hours and the duration of shifts.

Section 2. This Agreement does not guarantee any Represented Worker a minimum or maximum number of hours of work per day or per week. Hours may be increased or decreased
pursuant to the University’s management rights. If the University decides to change a full-time position to a part-time position, or vice versa, the University shall provide at least fourteen (14) days’ notice to the union and the affected workers.

Section 3. Time and one-half will be paid to non-exempt employees for all hours worked in excess of 40 in any workweek, or as otherwise required by law. The University reserves the right to schedule required overtime as dictated by business needs.

Section 4. If a Represented Worker is required to work in excess of their scheduled shift due to an unanticipated emergency situation, that Represented Worker shall receive time and one-half pay for any hours worked in excess of 40. A Represented Worker may alternatively opt to flex their time for the remainder of the workweek in order to work their normally scheduled weekly hours, provided the flexed hours are consistent with business needs as determined by the Represented Worker’s supervisor.

ARTICLE XIII – COMPENSATION

Section 1. Yearly Salary Increases

On September 1, 2023, all Represented Workers shall be either moved to the new starting pay for their position, as set forth in Appendix B, or they shall receive a 3.75% increase, whichever amount is higher.

Effective on September 1, 2024, all Represented Workers shall receive a 3.00% increase.

Effective on September 1, 2025, all Represented Workers shall receive a 3.00% increase.

Section 2.

Nothing in this Agreement shall preclude the Libraries from offering any Represented Worker compensation higher than that specified in this Article.

Section 3. Longevity Pay

Non-Librarian Represented Workers will receive a longevity increase upon the attainment of certain years of service based on the original date of hire into a position within the Libraries. The longevity increase will be calculated as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Longevity Increase Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>1%</td>
</tr>
<tr>
<td>10</td>
<td>1.5%</td>
</tr>
<tr>
<td>15</td>
<td>2%</td>
</tr>
<tr>
<td>20</td>
<td>2.5%</td>
</tr>
</tbody>
</table>
Non-Librarian Represented Workers will receive the longevity increase for the highest years of service milestone passed as of September 1, 2023 and the payment will be made within the first payroll period following September 1, 2023. Following that, Non-Librarian Represented Workers who are eligible for a longevity increase will receive it within the first payroll period of the fiscal year following the anniversary of their original date of hire into a position within the Libraries.

Section 4. New Job Classifications

If the University establishes a new job classification that falls within the scope of the recognition clause of this Agreement, it will set an initial pay rate for the job and will notify the Union of the new classification and pay rate. The Union may challenge the pay rate for the new classification within 14 calendar days of receiving notice from the University. The University shall give notice to the Union’s designated representative for the bargaining unit. If the Union challenges the pay rate for the new classification, it will negotiate the pay rate with the University. If no agreement is reached concerning the appropriate rate of pay, the Union may challenge the rate established by the University through the grievance and arbitration procedure provided in Article IX of this Agreement; and in such case, the question before the arbitrator will be whether the initial pay rate for the new job classification established by the University bears a proper relationship to the pay rates prescribed by this Agreement for other similar job classifications within the bargaining unit and the duties and responsibilities of the new job classification as they relate to similar job classifications within the bargaining unit, and if not, what the appropriate pay rate should be. Should the Union’s grievance be granted in full by an Arbitrator or at an earlier stage of the grievance procedure by the University, the Represented Worker in the new job classification shall be awarded backpay for the period of time they were working in the new job classification at the rate of pay the Union contested. Nothing in this Agreement shall delay or impede the University’s ability to implement the new job classification.

Section 5. Pay Periods

All non-exempt Represented Workers shall be paid on the bi-weekly payroll dates applicable to other non-exempt employees at the University. All exempt Represented Workers shall be paid on the monthly payroll dates applicable to other exempt employees at the University.

ARTICLE XIV – LIBRARIAN FACULTY GUIDELINES FOR CLASSIFICATION, APPOINTMENT, AND PROMOTION

Section 1. Applicability

The Article works in conjunction with the Northwestern University Librarian Faculty: Terms of Appointment (NU Terms) and is applicable to Librarian Faculty at Northwestern University Libraries. Where there is a conflict between the NU Terms and the terms of this Collective Bargaining Agreement, the terms of this Collective Bargaining Agreement will control. Librarian Represented Workers are non-tenured, exempt employees. Librarian Faculty is a hybrid category: some staff policies and some faculty policies apply. In general, librarians are
subject to the policies set forth in the Staff Handbook, such as job performance, conduct and employee relations policies.

Section 2. Appointment Classifications and Qualifications

A. Initial Appointment

A Librarian Faculty candidate may be offered the rank of Assistant Librarian, Associate Librarian or Senior Librarian at the time of hire. The Search Committee shall make a recommendation to the Dean and/or the Dean’s designee (e.g., the hiring manager) for their initial appointment by applying the applicable qualifications set forth in Section B below. The Dean and/or the Dean’s designee is not obligated to accept the recommendation of the Search Committee, and initial appointment decisions are not grievable.

B. Librarian Classifications and Qualifications

**Assistant Librarian.** The rank of Assistant Librarian applies to entry level and early career Librarian Faculty who hold a relevant terminal degree (i.e. MLS or equivalent). Additional educational credentials or relevant experience may also be a requirement for certain positions as specified in a position description. Librarians must demonstrate an interest in and ability to pursue an academic librarian career as evidenced by subject and/or technical competence or successful performance in job-related courses and/or work experience.

**Associate Librarian.** The rank of Associate Librarian applies to Librarian Faculty who have held the rank of Assistant Librarian (or an equivalent role at another institution) for a minimum of 5 years and demonstrated continuing professional growth. This includes consistently satisfactory or higher annual performance reviews (e.g., “Achieving” under ratings in place on the effective date of this Agreement, or comparable performance at another institution) for the 5 successive years prior to applying for the Associate Librarian rank. Associate Librarians must demonstrate increasing initiative, creativity, and leadership in carrying out job responsibilities within their department and within NUL as a whole, consistently superior performance of job responsibilities, and the ability to operate independently within the sphere of specific job assignment(s) as well as part of a team in pursuing NUL strategic goals. Associate Librarians must have a record of demonstrated professional accomplishments, including at least one significant contribution as set forth in Section 3(B)(2) of this Article and at least two other notable contributions as set forth in Section 3(B)(2) or 3(B)(3).

**Senior Librarian.** The rank of Senior Librarian applies to Librarian Faculty who have held the rank of Associate Librarian (or an equivalent role at another institution) for a minimum of 5 years and demonstrated high distinction in job performance, service, and scholarship. Such high distinction includes demonstrated growth and professional impact during the time since promotion to Associate Librarian, including consistently satisfactory or higher annual performance reviews (e.g., “Achieving” under ratings in place on the effective date of this Agreement or comparable performance at another institution) for the 5 successive years prior to applying for the Senior Librarian rank. Senior Librarians must demonstrate increasing initiative, creativity, and leadership in carrying out job responsibilities within their department and within
NUL as a whole, consistently superior performance of job responsibilities, and the ability to operate independently within the sphere of specific job assignment(s) as well as part of a team in pursuing NUL strategic goals. Senior Librarians must have a record of significant professional accomplishments since placement as or promotion to Associate Librarian, including at least three significant contributions as set forth in Section 3(B)(2) of this Article and at least three other notable contributions as set forth in Section 3(B)(2) or 3(B)(3).

C. Non-Term and Non-Tenured Appointments.

Appointment or promotion to any Librarian classification is conferred without a specific term of appointment. Librarian classifications are non-tenure eligible appointments.

Section 3. Promotion Standards and Process

A. Promotion.

Librarians may, but are not required to, pursue promotion from Assistant Librarian to Associate Librarian to Senior Librarian, consistent with the criteria set forth below. Progress through the classifications is not a requirement of continuing employment for Librarians.

B. General Evaluation Guidelines.

The following three general areas will be reviewed and examined by the University in evaluating the Represented Worker’s eligibility for appointment at, or promotion to, a particular Librarian classification: job performance; research and scholarly contributions; and professional service within NUL, Northwestern University, and the wider professional and scholarly library community.

1. Job Performance

Job performance is a fundamental consideration of any review. A Librarian’s performance will be evaluated against the responsibilities delineated in their current job description and/or any previous job descriptions that may apply to the period under review. Performance will also be assessed for evidence of the development of traits such as independence, initiative, subject or technical knowledge, creativity, and leadership capabilities in carrying out job responsibilities and working within the context of the unit and NUL strategic goals.

2. Research and Scholarly Contributions

Research and scholarly contributions may be in any domain of knowledge, are not limited to the field of Library and Information Science, and should have the potential for lasting scholarly impact. Likely outcomes for research and scholarly contributions, in order of weight afforded, may include but are not limited to: (a) peer-reviewed articles, book chapters, books; (b) conference papers, invited talks and presentations at the national or international level; (c) other forms of notable non-peer reviewed contributions to professional literature; (d) contributions to curricular design and pedagogical innovation beyond assigned duties; (e) contributions to the
design and successful implementation of digital projects or other innovative and impactful technology beyond assigned duties. Promotion in the absence of peer-reviewed publications as listed in (a) above is possible, provided that the candidate’s research and scholarly contributions have the necessary potential for lasting scholarly impact.

3. Professional Service

Professional service consists of participation and activities in campus initiatives (e.g. committees, task forces), cross-institutional initiatives, national and international professional service organizations (e.g. committees, task forces), and advocacy work supporting the core values and principles of librarianship.

Section 4. The Review Process

A. Annual Reviews

An Assistant or Associate Librarian who intends to seek promotion to a higher classification must develop goals toward promotion with their supervisor during the annual performance evaluation process.

B. Promotion Review Process

Promotion review is an internal process within NUL, and decisions are based on the criteria set forth in this Article. In general, the annual performance review process for Librarian Faculty, along with a dossier created by the Librarian Faculty candidate, will provide all of the information to be evaluated as part of the promotion review. Applications for promotion, including the applicant’s dossier, are considered once per year, and are due to the Dean of Libraries on March 1 (or the next following business day if March 1 falls on a non-business day).

C. Promotion Review Committee

An annual Promotion Review Committee (PRC) will be convened by the Dean and charged with making recommendations on the candidacies for promotion. The Committee’s evaluations are based on the criteria set forth in this Article. It is acknowledged that decisions by the PRC are recommendations that may or may not be accepted by the Dean. PRCs will include at least two Librarian Faculty who are not part of the Bargaining Unit. The PRC will not include any Represented Workers.

D. Review Materials

The materials used for the Librarian Faculty promotion review will consist of the Librarian Faculty dossier as well as additional documents outlined below. The Librarian shall compile a personal dossier consisting of documentation in support of their promotion case. The dossier shall contain a current curriculum vitae, a narrative written by the Librarian, copies of publications or other evidence of professional contributions, and up to two letters of support regarding the Librarian’s work and/or scholarly contribution. The candidate for promotion may
provide other materials for consideration by the Dean and PRC, as requested. The narrative must contain a statement of the Librarian’s outstanding contributions in the areas of job performance, research and scholarly contributions, and professional service since appointment to their current Librarian Faculty rank; it should contain sufficient information about the candidate’s working philosophy and specific measures of achievements to inform the evaluation of their potential as a growing, productive professional. Annual performance reviews from the previous 5 years will be included to evaluate the Librarian candidate’s progress toward meeting the qualifications and criteria for promotion.

E. Promotion Review Committee and Dean Review Procedures

The PRC shall evaluate the promotional materials and meet to deliberate and vote on the candidacy for promotion. The PRC shall then make a written recommendation to the Dean, including the reasons for the Committee’s recommendation and a tally of the vote. If the committee has a split vote, the report should include the reasons for the minority view, as well. The written recommendation to the Dean will be submitted by no later than May 1 (or the next business day if May 1 is a non-business day).

The Dean will make the final decision on promotion no later than June 1 (or the next business day if June 1 is a non-business day). If an application for promotion is denied, the Dean shall prepare a response outlining the reasons for the denial, including recommendations for remedial steps the applicant can take to address those reasons. Denial of promotion cannot be based on budgetary reasons.

F. First Contract Classifications

Upon ratification of the first contract, Represented Librarians will be placed in the Assistant Librarian rank. Represented Librarians seeking promotion into either the Associate Librarian or Senior Librarian rank shall have the opportunity to apply during the next annual Review Process (See Section 4). On a one-time basis and solely for purposes of the initial promotion review process following ratification of the contract, Represented Librarians applying for promotion from Assistant Librarian to the Senior Librarian rank will be considered eligible if they have at least ten (10) years of continuous service in a Librarian Faculty role and satisfy all other requirements for the Senior Librarian rank as set forth in Section 2.B.

ARTICLE XV – PROFESSIONAL DEVELOPMENT

Section 1. Statement and Applicability of Policy

As set forth in Northwestern University Libraries Professional Development/Travel Support Policies and Procedures for Request and Approval (“Professional Development Policy”), the University supports staff development and enrichment activities that align with the Libraries’ strategic goals, enhance the ability of Represented Workers to perform their duties for the Libraries, and enable the Libraries to be represented at events and conferences. Except as modified in this Article XV, the terms and conditions of the Professional Development Policy
shall apply to Represented Workers. Where there is a conflict between this Article and the Professional Development Policy, this Article will control.

Section 2. Individual Professional Development Allowance and Eligibility

Each exempt Represented Worker shall be eligible for a minimum annual allowance of $2,000, provided that nothing prohibits the University from awarding additional funds in its sole discretion, and each non-exempt Represented Worker shall be eligible for a minimum annual allowance of $750 to be used to support their professional development. All Represented Workers may participate in on-campus professional learning and development workshops and programs offered by University Human Resources. Funds allocated under this Article will be disbursed only after the expense is incurred. However, the Represented Worker may be allowed use of the Library Business Office corporate card to pre-pay conference registration before the event. Within 90 days of completion of the activity, a Represented Worker shall submit sufficient supporting documentation (e.g., date stamped receipts showing proof of payment), in accordance with the University Travel and Entertainment Policy and other University policies. A Represented Worker shall be reimbursed within 30 days of submitting a receipt for any professional development expense.

An individual professional development allowance may be used for expenses associated, for example, with attendance at conferences, seminars, and workshops, as well as engagement in work-related professional development activities, and membership in society and other professional organizations (capped at $250 per year).

The Dean, in their sole discretion, may consider a request for reimbursement made when a Represented Worker pre-paid for participation in a professional development activity and cannot participate because of exigent circumstances precluding the issuance of a refund.

Section 3. Professional Development Leave

The Union and the University recognize the complexity of balancing work responsibilities with the time away from regular duties often necessary for education, training, or professional development. Cooperation between Represented Workers and managers in scheduling is therefore critical to making workforce learning opportunities real and accessible, and to ensuring productive operations.

Requests for time away from regular work duties to participate in professional development may not be unreasonably denied. Represented Workers who participate in job-related training programs during work hours should be paid for those hours, and should not be required to make up those hours at another time, unless the University determines the proposed class, training or development is not job or University position related, or denies release time based on operational considerations.

Requests for time away from regular work duties to participate in professional development should be discussed in the performance management goal setting process. Insofar as an approved professional development goal, as set forth in Section 2 of this Article, requires time away from the Represented Workers’ regular duties, the Represented Worker will be required to obtain
approval for the time away by completing the professional development/travel request form no later than 10 days before the event or training is scheduled to occur.

**Section 4. Librarian Faculty Research Leave**

In order to encourage and support Librarian Faculty to develop, pursue, and complete research projects that result in scholarly publications, all full-time librarians with a continuing appointment shall be eligible for up to 25 days of scheduled research time each academic year for research and writing. Research time is generally approved by the department head, in consultation with the supervisor (as applicable) and, as needed, DUL and/or Director of Organizational Development & Diversity. No one is required to use this time. The number of research days taken should be tracked and managed between the Librarian and supervisor. Research time is not recorded in the timekeeping system. Research time shall not carry over from one academic year to the next. Research time not used at the end of an academic year is lost. Research time shall not be used for other forms of professional development.

Librarians approved for research time must have a PEX goal relating to their research and will be evaluated on their progress as part of the PEX process. PEX goals for research must explain clearly the project(s) being undertaken, the anticipated ultimate outcomes, and the specific progress intended to be made during the evaluation cycle. At the end of the evaluation cycle, a brief summary of the progress actually made during the evaluation cycle should be included.

**Section 5. Portable MLS/MLIS Tuition**

Up to five full-time Represented Workers may be eligible for 90% tuition coverage by the University for enrollment in an MLS or MLIS degree program at ALA-accredited institutions for up to 5 academic years, up to a maximum benefit of $5,250 per year subject to budget availability. To be eligible, Represented Workers must have completed at least six months of full-time employment, be on payroll at the date of the completion of the academic term for which the benefit will apply, and be on pace to complete the degree within 5 academic years.

Represented Workers must apply on or before May 1 in order to allow the University to determine which Represented Workers will receive the benefit for the upcoming academic year. If more than five full-time Represented Workers apply, the University will select benefit recipients in its sole discretion. Eligible Represented Workers must receive a passing grade (“C” or higher) for each course for which reimbursement is sought and apply for reimbursement within 90 days of completing the course, which must be credit-bearing. Provided these requirements are met, Represented Workers who use this benefit will be reimbursed through payroll, with any applicable taxes being taken at the time, in accordance with IRS regulations.

**Section 6. No Retirement Contribution/No Rollover**

Professional development allowance funds awarded under this Article do not fall within the definition of “Compensation” as that term is defined by the University’s Retirement Plan or Voluntary Savings Plan, and thus such allowance funds do not count toward the University’s contribution under such Plans. Unused funds are not banked and shall not roll over from year to year.
ARTICLE XVI – PERFORMANCE REVIEWS

Section 1. Purpose and Applicability

The purpose of a performance review is to support excellence, to ensure adherence to academic and professional standards, to address performance deficiencies and areas of improvement, to assess overall performance and to encourage continued professional growth of the Employee.

Section 2. Timing of Performance Reviews

The performance review cycle will be on an annual basis.

Section 3. Process of Performance Reviews

The University shall follow the prescribed performance review process put in place by University’s Office of Human Resources (as set forth in the Staff Handbook) or the Office of the Provost (as set forth in the Librarian Faculty Terms of Appointment), as may be applicable, and as exists from time to time, and Represented Workers shall meet all completion deadlines set forth by the University Libraries.

Section 4. “Corrective Action”

If a Represented Worker receives the rating of “Corrective Action” that member will be placed on a performance improvement plan, which will be coordinated and evaluated by the Represented Worker’s Supervisor, who will review their progress in fulfilling the terms of the performance improvement plan. A Represented Worker will have the right to have a Union steward present in any meeting where a performance improvement plan is issued. Nothing in this Article XVI, Section 4 prohibits the University from placing a Represented Worker on a performance improvement plan for reasons other than receipt of a “Corrective Action” rating, should the University determine in its discretion that such plan is necessary.

ARTICLE XVII – HOLIDAYS

Section 1. Holidays

Represented Workers shall be paid for the following holidays observed by Northwestern:

- New Year’s Day (observed)
- Martin Luther King, Jr. Day
- Memorial Day
- Juneteenth National Independence Day (observed)
- Independence Day (observed)
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve (observed)
Christmas Day (observed)
Winter Recess
New Year's Eve (observed)

If any of the above-listed holidays fall on a Saturday or Sunday, either the Monday following or the Friday preceding shall be recognized as the holiday. The University will announce observed holidays in advance of the holiday.

Section 2. Holidays Worked

Any Represented Worker who is required to work on a holiday will receive a floating holiday to be used within 30 days of the date of the holiday worked.

If a holiday falls on a Represented Worker’s regularly scheduled day off, the Represented Worker will receive a floating holiday to be used within 30 days of the date of the holiday. Non-exempt Represented Workers will receive holiday pay at the regular hourly rate or an alternate workday off (as outlined above) plus one and one-half times their regular hourly rate for the hours actually worked on the holiday.

Section 3. Eligibility

It is understood that a Represented Worker shall be credited with the normal number of scheduled work hours in their shift as time worked on each of the holidays identified in Section 1; provided that the Represented Worker worked a full day on the last scheduled workday preceding the holiday, unless such absence(s) occurred with the express consent of the University.

ARTICLE XVIII – PERSONAL FLOATING HOLIDAY TIME

Section 1. Accumulation

Represented Workers are granted three personal floating holidays on September 1st of each fiscal year. New Represented Workers hired during the fiscal year shall accrue personal floating holidays as follows:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>3 days</td>
<td>2 days</td>
<td>1 day</td>
<td>0 days</td>
</tr>
</tbody>
</table>

Personal floating holidays are available for personal business, family sickness and religious observance, and may also be used as an extension of bereavement absence or vacation time. Personal floating holidays that are unused at the end of the fiscal year (August 31) are forfeited.

Section 2. Usage

Personal floating holidays must be scheduled in advance and in accordance with department rules. Scheduling personal floating holidays with short notice for an emergency situation is at the
discretion of the Represented Worker’s supervisor, who may request documentation of the reason for the emergency. The department may limit the amount of personal floating holiday time taken at one time in consideration of department needs.

ARTICLE XIX – VACATION

Section 1. Accumulation

(a) Represented Workers who work 17.5 hours per week or more shall receive vacation benefits as described in this Article.

(b) Vacation time shall accrue on the basis of a Represented Worker’s accrual base hours. “Accrual base hours” consists of all of the employee’s scheduled regular work hours that are worked or otherwise paid for, including: (i) personal floating holidays; (ii) Approved, paid Extended Sick Time; (iii) Approved, paid Incidental Sick Time; (iv) Jury duty; (v) Paid bereavement absence; (vi) Paid military leave; (vii) Paid vacation; and (viii) Paid holiday. Vacation is not accrued on hours of unpaid absences.

(c) Vacation is calculated by multiplying the vacation factor per accrual base hour by the staff member’s accrual base hour. The vacation factor per hour is based on qualified service.

(d) For non-exempt Represented Workers, vacation is calculated by multiplying the vacation factor per accrual base hour by the staff member’s accrual base hour. The vacation factor per hour is based on qualified service as follows:

<table>
<thead>
<tr>
<th>Qualified Service</th>
<th>Vacation Factor Per Accrual Base Hour</th>
<th>Approximate Vacation Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 6 Months</td>
<td>.0385</td>
<td>1 week</td>
</tr>
<tr>
<td>6 through 12 Months</td>
<td>.0770</td>
<td>2 weeks</td>
</tr>
<tr>
<td>After 1 completed year</td>
<td>.0575</td>
<td>3 weeks</td>
</tr>
<tr>
<td>After 9 completed years</td>
<td>.0767</td>
<td>4 weeks</td>
</tr>
<tr>
<td>After 19 completed years</td>
<td>.0958</td>
<td>5 weeks</td>
</tr>
</tbody>
</table>

(e) For Librarian Represented Workers, vacation is earned at the vacation factor per month.

<table>
<thead>
<tr>
<th>Qualified Service</th>
<th>Vacation Factor Per Month</th>
<th>Approximate Vacation Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 months through 19 completed years</td>
<td>1.67</td>
<td>4 weeks per year</td>
</tr>
<tr>
<td>After 19 completed years</td>
<td>2.08</td>
<td>5 weeks per year</td>
</tr>
</tbody>
</table>
(f) For exempt non-Librarian Represented Workers, vacation is earned at the vacation factor per month. Staff members in exempt positions earn vacation time on the 16th of each month at the monthly rate listed in the following table:

<table>
<thead>
<tr>
<th>Qualified Service</th>
<th>Vacation Factor Per Month</th>
<th>Approximate Vacation Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 6 Months</td>
<td>0.83</td>
<td>1 week</td>
</tr>
<tr>
<td>6 through 12 Months</td>
<td>1.67</td>
<td>2 weeks</td>
</tr>
<tr>
<td>After 1 completed year</td>
<td>1.25</td>
<td>3 weeks</td>
</tr>
<tr>
<td>After 9 completed years</td>
<td>1.67</td>
<td>4 weeks</td>
</tr>
<tr>
<td>After 19 completed years</td>
<td>2.08</td>
<td>5 weeks</td>
</tr>
</tbody>
</table>

(g) A part-time exempt staff member accrues vacation time proportionate to the percentage of full-time that the staff member is scheduled to work.

(h) Represented Workers hired prior to August 31, 2023 who accumulate vacation at a higher rate than stated in Sections (d) and (e) above shall maintain their existing rate of accumulation until they become eligible for the next increase based on their years of qualified service.

Section 2. Use of Accumulated Vacation

(a) Vacation time must be scheduled in advance and in accordance with department rules. However, scheduling vacation with short notice for an emergency situation is at the discretion of the Represented Worker’s supervisor, who may request documentation of the reason for the emergency.

(b) When a Northwestern holiday falls during a Represented Worker’s approved paid time off, the day is paid as a holiday.

(c) Represented Workers may not use vacation or personal floating holidays on their last workday, unless they are planning to retire from the University.

(d) When a Represented Worker transfers to a non-faculty position at Northwestern, they shall retain their accrued vacation time. If a Represented Worker transfers to a faculty position at Northwestern, they shall be paid out all accrued vacation time.

(e) Vacation time may not be taken before it is accrued.

(f) Represented Workers cannot exceed one and one half (1.5) times the annual accrual at the end of the fiscal year. If the vacation balance of a Represented Worker exceeds the maximum accrual at the end of the fiscal year, any accrual balances above the 1.5 times the annual accrual time is forfeited.

Section 3. Terminal Vacation Pay

A Represented Worker who is resigning or otherwise leaving the University service shall be paid for accrued and unused vacation time.
ARTICLE XX – INCIDENTAL SICK TIME AND EXTENDED SICK TIME

Section 1. Incidental Sick Time

(a) A Represented Worker is granted 15 days of incidental sick time (“IST”) on September 1st of each fiscal year. If a new Represented Worker is hired during the fiscal year, their time shall be prorated as follows:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>15 days</td>
<td>10 days</td>
<td>5 days</td>
<td>2 days</td>
</tr>
</tbody>
</table>

i. Part-time Represented Workers receive a pro-rated amount of IST based on their full-time equivalency.

ii. Represented Employees shall not accumulate more than 15 days of IST. Unused IST is forfeited at the end of the fiscal year on August 31.

(b) Represented Workers can use IST for the following reasons:

i. They suffer a personal illness or injury (including, but not limited to, physical and/or mental health issues) or require professional care, including preventive care, diagnosis, or treatment for medical, mental, or behavioral issues, including substance abuse disorders;

ii. A qualifying family member suffers an illness or injury or is ordered to quarantine; a staff member needs to care for a qualifying family member receiving professional care, including preventive care, diagnosis, or treatment for medical, mental, or behavioral issues, including substance abuse disorders;

iii. They or their qualifying family member is the victim of domestic violence, a sex offense, or trafficking in persons (including stalking, aggravated stalking, and cyber-stalking);

iv. Their place of business is closed by order of a public official due to a public health emergency or they need to care for a qualifying family member whose school, class, or place of care is closed by order of a public health official due to a public health emergency.

(c) The University may require certification that an employee’s use of paid Incidental Sick Time was for an authorized purpose.

(d) For purposes of this Section, qualifying family members are defined as a spouse, domestic partner/civil union partner, child, stepchild, child of a civil union or domestic partner, ward, parent, legal guardian, stepparent, grandparent, grandchild, sibling, those bearing the same relationship to the staff member’s spouse or domestic partner/civil
union partner, and any other individual related by blood or whose close association with
the staff member is the equivalent of a family relationship.

Section 2. Extended Sick Time

(a) Extended sick time (EST) is provided to a non-probationary Represented Worker for an
approved extended illness or injury after a seven (7) calendar day elimination period.
Incidental Sick Time may be used to cover this seven (7) day period.

(b) A represented worker can use EST for up to six (6) months. If a represented worker has at
least five (5) years of continuous benefits eligible experience, this time may be extended
for up to five (5) additional months.

   i. EST runs concurrently with approved FMLA leave.

(c) A Represented Worker shall receive 100% of their base monthly salary while on EST
leave. Any additional compensation such as overtime, bonus, on-call pay, incentive pay,
or additional pay is excluded.

ARTICLE XXI – BEREAVEMENT LEAVE

In the event of a death of a family member, a paid leave of absence is provided as follows to
Represented Workers:

(a) Ten (10) days are provided for the death of a spouse or domestic partner, parent, child,
stepchild, foster child, adopted child, or child of a civil union or domestic partner,
grandparent, grandchild, or sibling and those bearing the same relationship to the
Represented Worker’s spouse or domestic partner/civil union partner. The first five (5)
days are paid. For the second five (5) days, the Represented Worker can use vacation or
personal floating holiday time or take the days unpaid.

(b) One paid day is provided for the death of other close family members.

(c) The Represented Worker’s supervisor must be notified of the need to take bereavement
leave as soon as practical. In special circumstances, Represented Workers may request
additional unpaid time off from their supervisor. If such a request is granted, the
additional time off will be unpaid, unless paid vacation or personal floating holiday time
is used. The University may require proof of the relationship to the family member.

(d) Represented Workers may delay the use of their bereavement time for up to one year
following the death of their family member. The staff member must notify their
supervisor accordingly and provide as much advance notice as possible about when they
plan to take the time.
ARTICLE XXII – PARENTAL LEAVE

Section 1. Maternity Leave

(a) Benefits-eligible Represented Workers who have at least six months of continuous service with Northwestern University are eligible for Extended Sick Time (EST) benefits to cover the disability period of their maternity leave. The disability period for maternity leaves is typically six to eight weeks depending on the types of birth. EST pays out at 100% of the employee's salary, after satisfying a seven consecutive day waiting period. Incidental Sick Time, vacation, and personal floating holiday time can be used to cover the seven-day waiting period.

i. Represented Workers on a paid maternity leave will continue to receive benefits. The University continues to pay the employer contribution during this time. If enrolled in the dependent care flexible spending account (DCFSA) this benefit is frozen until the individual returns from leave. The dependent care FSA can only be used when the employee is actively at work.

ii. Commuter benefits are temporarily terminated when on a leave of absence. The deadline to make changes to commuter benefits is the 5th of the month prior.

(b) If a Represented Worker is not eligible for EST, they may use their own Incidental Sick Time, vacation, and personal floating holiday time to receive pay during their leave. Once this time is exhausted, the remainder of their leave would be unpaid.

i. Represented Workers who take unpaid parental leave will be billed for benefits coverage, although they have the option to waive some or all benefits while on an unpaid leave. The dependent care flexible spending account (DCFSA) is temporarily frozen during a leave of absence.

ii. Commuter benefits are temporarily terminated when on a leave of absence. The deadline to make changes to commuter benefits is the 5th of the month prior.

(c) Represented Workers are expected to return to their job or an equivalent position for which they are qualified at the expiration of an approved maternity leave.

Section 2. Birth and Adoption Leave

(a) Represented Workers who become parents to a newborn or newly adopted child receive four weeks of Birth/Adoption Parental Leave (BAPL). BAPL allows for bonding time between the parent(s) and the child and is applied after the disability period for Maternity Leaves.

i. For purposes of this Section, “Parent” includes biological, adoptive, foster-care placement or legal guardianship of a minor child (i.e., under the age of 18).
ii. If both parents are University employees, they may take BAPL concurrently.

(b) Represented Workers must have at least one (1) year of continuous, full-time benefit-eligible service no later than when the approved BAPL would commence. The continuous, full-time benefit-eligible service must be immediately prior to the leave date. Part-time benefit-eligible and non-benefits eligible employment types are not eligible for BAPL.

(c) At the end of the 6-months following the birth/adoption of the child, any unused BAPL leave will be forfeited.

ARTICLE XXXIII – INSURANCE, TUITION BENEFIT AND RETIREMENT PLANS

Section 1. Full Time Represented Workers

Full-time Represented Workers shall be eligible to participate in the University’s retirement, tuition benefit plans, and group insurance plans on the same terms and conditions as other benefits eligible non-unionized full-time faculty and staff of the University in accordance with the University’s eligibility criteria, policies and plans. Tuition benefit plans do not refer to MLIS tuition under Article XV.

Section 2. Part-Time Represented Workers

Part-time Represented Workers shall be eligible to participate in the University’s retirement, tuition benefit plans, and group insurance plans on the same terms and conditions as other benefits-eligible non-unionized part-time faculty and staff of the University in accordance with the University’s eligibility criteria, policies and plans. Tuition benefit plans do not refer to MLIS tuition under Article XV.

ARTICLE XXIV - OPEN POSITIONS

The University agrees it is an Equal Opportunity Employer who does not discriminate against any applicant based on any legally-protected status or characteristic, and that eligibility for employment shall be based upon the competencies necessary to fulfill the position requirements.

In filling vacancies for open staff positions, the University will comply with any applicable provision of its Diverse Candidate Slates Policy, as it may exist and/or be amended from time to time.

During the term of this Agreement, when searches are conducted to fill vacant positions within this bargaining unit, current Represented Workers shall be guaranteed an initial interview for such position(s); provided however, each such Represented Worker must possess the required qualifications and competencies described in the position description, and have received a rating of “Achieving” (or its equivalent) or higher on their most recent performance review. Further, each such Represented Worker must not be on a performance improvement plan, have active disciplinary action on file, or have been hired into another University Libraries position in the
preceding six months. If the Represented Worker who has been granted the initial interview is not selected for the position, the Office of Organizational Development and Diversity shall meet in person with the Represented Worker to provide feedback on their candidacy for the position.

ARTICLE XXV – FLEXIBLE WORK STRATEGIES

Section 1. Definitions

A workplace strategy is an alternative approach to traditionally structured in-person work in an employer-designated location within designated work hours or shifts. Exempt staff, non-exempt staff, and librarian faculty roles are eligible to apply to participate in flexible work strategies. A workplace strategy is not an alternate means of providing childcare or dependent care at home. It is not a means to extend vacation or paid leave. It is not a substitute for addressing health issues. A workplace strategy proposed by a staff member that constitutes a request for accommodation of a disability must be referred to the Office of Civil Rights & Title IX Compliance for appropriate handling consistent with the University’s Reasonable Accommodation Policy.

Represented Workers proposing any alternative work arrangement must first pass the six-month probation period, unless permitted by management.

Section 2. Arrangements for Represented Workers

Requests for occasional alternative work arrangements can be determined between the qualified Represented Worker and their supervisor. The Represented Worker must be sure to advise their supervisor, and any affected co-workers, in a timely manner in advance of when they will be working at the alternate location. An occasional alternative work arrangement request can occur 1-2 times per month at maximum. Occasional requests are not a substitute for the use of sick time or family leave.

Represented Workers seeking a formal workplace strategy shall complete a Workplace Strategies Proposal Form. Requests for formal alternative work arrangements must be approved by the Represented Worker's supervisor, department head, and the Dean or designate. The supervisor should arrange for the original form to be forwarded to the Libraries’ Organizational Development and Diversity office to be maintained and recorded in Represented Worker’s file.

Represented Workers may request to work remotely up to two (2) days per week. Approvals for such requests shall not be unreasonably withheld, provided that the Represented Worker’s duties and responsibilities are consistent with the request. Requests for remote work for more than two (2) days per week, 100% remote work, or work outside of the State of Illinois may be granted only with special approval by the Dean of Libraries.

A Represented Worker may be required to change their remote work schedule temporarily based on the operational needs of the Libraries (for example, to attend Library-wide or department
meetings). In such an event, the Represented Worker’s supervisor will provide at least three (3) days’ advance notice of the change, when possible.

A Represented Worker may request a temporary change to their remote work schedule for personal reasons. In such an event, the request should be submitted to the Represented Worker’s supervisor in writing at least three (3) days in advance of the change, when possible. The supervisor shall consider the operational needs of the Libraries and the Represented Worker’s duties, when deciding whether to approve such a temporary change.

**Section 3. Approval**

Decisions should be reason-neutral; managers should not consider individuals' personal circumstances or reasons for seeking a formal alternative work arrangement in either approving or rejecting a Represented Worker's proposal and should avoid asking for a reason as part of the proposal.

Denial of requests must be provided in writing and provide the business reasons for the denial.

**Section 4. Update or Termination Requests**

Alternative work arrangements should be reviewed quarterly between the Represented Worker and the direct supervisor. Upon at least thirty days’ written notice, the supervisor can terminate, adjust, or curtail an alternative work arrangement. Should a Represented Worker’s alternative work arrangement be terminated, adjusted, or curtailed, the reason shall be provided in writing. The Represented Worker may also terminate their alternative work arrangement with two weeks’ notice to the supervisor.

If a Represented Worker has an alternative work arrangement in place and would like to change it completely from one arrangement to another (i.e., flextime to seasonal arrangement), the Represented Worker must submit a new proposal as outlined in this Article.

**ARTICLE XXVI – EMERGENCY CLOSINGS**

In the event of an emergency closing as determined by the University, the University will notify Represented Workers of the Libraries’ staffing plan. Represented Workers who the University determines, in a non-arbitrary fashion, hold essential functions and positions may be required to physically report to work, to remain at work, or to deliver work remotely, in accordance with the Employees in Essential Functions and Positions policy and other policy documents/websites, as may be amended from time to time. Represented Workers who work during an emergency, whether remotely or on-site, will be paid at their regular rates of pay.

If the University announces that classes are canceled and deems all university buildings closed except for essential services (facilities management, resident halls & campus dining, university police), no Represented Workers need to report to campus for work during that period of time. There will be no in-building services.
ARTICLE XXVII - LAYOFF AND FURLOUGH

Section 1. Definitions

A layoff is a separation from employment due to a reorganization, programmatic change, lack of work, permanent or temporary cessation or restriction of operations, technological or process improvements or financial hardship.

Recall is reinstatement to the same, or substantially similar, position from which the Represented Worker was laid off.

A furlough is a mandatory, temporary unpaid leave of absence from which the Represented Worker is expected to return to work after a specified amount of time. A furloughed employee remains employed and with benefits-eligibility as may be available under applicable plans as may be in effect, and in which the Represented Worker is enrolled, at the time of the furlough.

Section 2. Effectuating Layoff or a Furlough.

A. If the University determines that furloughs or layoffs are necessary based on a reorganization, programmatic change, lack of work, permanent or temporary cessation or restriction of operations, technological or process improvements or financial hardship, it shall also determine the number of Represented Workers to be furloughed or laid off. Except in cases of emergency, the University shall make notification in writing to the Union of the number of Represented Workers that will be subject to furlough or layoff as soon as practical under the circumstances, but in any event no later than twenty-one (21) calendar days prior to such furlough or layoff. In the cases of a mass layoff as defined by the Illinois WARN Act, then the University will provide at least sixty (60) days’ notice. In effectuating furloughs or layoffs within the bargaining unit, the University will consider operational business needs against the skills, abilities, and job descriptions of Represented Workers who are qualified to perform the work available as determined by the University in its sole discretion. Where two or more Represented Workers have equal skill, ability, and are qualified to perform the work available, the Represented Worker with the least seniority (i.e., most recent date of hire at the University) will be subject to furlough or layoff.

The University shall not lay off Represented Workers in lieu of disciplinary action.

B. Effects of Layoff and Furlough.

During the twenty-one (21) day notice period set forth in Section 2(A), upon timely request by the Union, the parties will engage in bargaining over the effects of a layoff or furlough decision beyond the effects already set forth in Sections C-F below. The University shall not be prohibited from implementing a reduction in force if the parties are unable to come to agreement on additional effects of a layoff or furlough within the twenty-one (21) day notice period, and the University shall not be obligated to negotiate with the Union over effects that do not involve mandatory subjects of bargaining.
C. Represented Workers in Layoff status will be placed on a Recall list for twelve (12) months from the date of Layoff. When open positions are available for filling, laid-off Represented Workers will be recalled to active status based on the skills and abilities of the Represented Workers who are qualified to perform the work available. Where two or more Represented Workers have equal skill and ability and are qualified to perform the work available, the Represented Worker with the most seniority (i.e., earliest date of hire at the University) will be recalled first.

D. In the event a laid-off Represented Worker refuses the University’s recall to work, the Represented Worker will be dropped from the Recall list, and the position may be otherwise filled.

E. In the event a Represented Worker is laid off, they may elect to receive any severance benefits for which they are eligible, under the University’s Severance program applicable to benefits-eligible staff members, as may be in effect or modified from time to time, subject to the terms of such program. A Represented Worker in Layoff status who elects to receive such severance benefits will not have recall rights.

F. Represented Workers on furlough or in Layoff status who are eligible to retire under the University’s retirement plan as may be in effect or modified from time to time, may elect to retire and receive any benefits associated with that status, subject to applicable University policies and practices. A Represented Worker in Layoff status who elects to retire would still be eligible for any available severance benefits described in section E above, but will not have recall rights.

ARTICLE XXVIII – SUBCONTRACTING

Nothing in this Agreement restricts the University’s right to continue its practice to contract out short-term project work in the Libraries, on an as-needed basis, so long as the University does not contract out work resulting in the layoff of Represented Workers during the term of this Agreement.

ARTICLE XXIX – HEALTH AND SAFETY

Section 1. General

In keeping with safety and occupational health standards required by law, the University shall make provisions for the safety and health of Represented Workers in the workplace, and will comply with any notice requirements that exist under the law.

Section 2. Employee Compliance with Safety Rules

All Represented Workers shall conform to all health and safety rules of the University, and with OSHA regulations, presently in effect or that may be put into effect from time to time by the University, including participation in appropriate training. Changes to University health and safety rules applicable to Represented Workers shall be made available to Represented Workers
consistent with the manner and method of distribution of health and safety rules changes, as may be applicable to any employee of the University.

Section 3. Safety Equipment

The University shall provide personal protective equipment as determined necessary by the University.

ARTICLE XXX – EQUAL EMPLOYMENT OPPORTUNITY & NON-DISCRIMINATION

Section 1. It is the policy of the University, as set forth in the Policy on Institutional Equity and the University’s Interim Policy on Title IX Sexual Harassment, not to discriminate on the basis of personal characteristics and statuses protected by law. These policies affirm 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 the Policy on Institutional Equity and its Interim Policy on Title IX Sexual Harassment, 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 Policy on Institutional Equity and its Interim Policy on Title IX Sexual Harassment for reasons including, but not limited to, conformity with changes in the law and/or best practices.

Section 2. The Union acknowledges that, like other University employees, Represented Workers covered by this Agreement are subject to University policies prohibiting discrimination, harassment, and retaliation (referenced in Section 1). The Policy on Institutional Equity and the Interim Policy on Title IX Sexual Harassment, and any amendments made thereto during the period of this Agreement, will govern and apply to Represented Workers covered by this agreement.

Section 3. The University shall not discriminate against any Represented Worker on any basis prohibited by the National Labor Relations Act.

ARTICLE XXXI- PERSONNEL FILE

Employees shall have the right to review the contents of their official personnel file in accordance with the Staff Handbook and applicable law.

ARTICLE XXXII – 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 invalid, illegal, or unenforceable provision(s) 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 an event, upon thirty (30) days’ notice from either side, the parties agree to bargain over any provision that has been deemed invalid, illegal, or unenforceable.

**ARTICLE XXXIII – 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, 2026. 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, 2026, 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 XXXII, Severability.

IN WITNESS WHEREOF, these parties hereto have caused these presents to be executed in duplicate:

SEIU Local 73
By: [Signature]
Dian Palmer
President
By: [Signature]
Elizabeth Towell
Field Organizer

Northwestern University
By: [Signature]
Kathleen Hagerty
Provost
By: [Signature]
Xuemao Wang
Dean of Libraries
By: [Signature]
Lorraine Goffe
Vice President for Human Resources & CHRO
In such an event, upon thirty (30) days' notice from either side, the parties agree to bargain over any provision that has been deemed invalid, illegal, or unenforceable.

**ARTICLE XXXIII – 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, 2026. 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, 2026, 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 XXXII, Severability.

IN WITNESS WHEREOF, these parties hereto have caused these presents to be executed in duplicate:

SEIU Local 73

By: __________
Dian Palmer
President

By: __________
Elizabeth Towell
Field Organizer

Northwestern University

By: __________
Kathleen Hagerty
Provost

By: __________
Xuemao Wang
Dean of Libraries

By: __________
Lorraine Goffe
Vice President for Human Resources & CHRO
### Service Employees International Union Local 73

#### Application for Membership and Payroll Deduction Authorization

**Membership Authorization:** I request and voluntarily accept membership in SEIU Local 73. This means I will receive the benefits and abide by the obligations of membership set forth in the Constitution and Bylaws of both SEIU Local 73 and the Service Employees International Union ("SEIU"). I authorize SEIU Local 73 to act as my representative in collective bargaining over wages, benefits, and other terms and conditions of employment with my employer, and as my exclusive representative where authorized by law. I know that membership in the union is voluntary and is not a condition of my employment, and that I can decline to join without reprisal.

Signature: __________________________  Date: __________________________

**Payroll Deduction/Checkoff Authorization:** By signing below, I request and voluntarily authorize my employer to deduct from my earnings and pay over to SEIU Local 73 an amount equal to initiation fees and the regular monthly dues uniformly applicable to members of SEIU Local 73. This authorization shall remain in effect unless I revoke it by sending signed, written notice via U.S. mail to SEIU Local 73 during the periods not less than thirty (30) days and not more than forty-five (45) days before either (1) the annual anniversary date of this agreement, or (2) the date of termination of the applicable collective bargaining agreement between the employer and SEIU Local 73. This authorization shall be automatically renewed from year to year unless I revoke it in writing during any window period, even if I have resigned my membership in SEIU Local 73. SEIU Local 73 is authorized to deposit this authorization with my current Employer(s) and with any other Employer(s) under contract with SEIU in the event I change Employers or obtain additional employment. This authorization will remain effective if my employment with the Employer is terminated and I am later re-employed by the Employer.

This authorization is voluntary and is not a condition of my employment, and I can decline to agree to it without reprisal. I understand that all members benefit from everyone’s commitments because they help to build a strong union that is able to plan for the future.

Signature: __________________________  Date: __________________________

Circle one: Full-time  Part-time  Seasonal

**Print:** Last Name: __________________________  First Name: __________________________  Middle Initial: __________________________  Last 4 SSN: __________________________

**Date of Birth:** __________________________  **Cell Phone:** __________________________  **Email:** __________________________

*By providing my phone number, I understand that SEIU, its locals, and affiliates may use automated calling technologies and/or text message me on my cellular phone on a periodic basis. SEIU *By providing my phone number, I understand that SEIU, its locals, and affiliates may use automated calling technologies and/or text message me on my cellular phone on a periodic basis. SEIU Local 73 and SEIU will never charge for text message alerts. Message and data rates may apply to such text alerts. Text STOP to 78773 to stop receiving messages. Text HELP to 78773 for more information.***

**Home Address:** __________________________  **City/State/Zip:** __________________________

**Employer:** __________________________  **Work Location:** __________________________  **Job title:** __________________________

**Contributions or gifts to SEIU Local 73 are not tax deductible as charitable contributions.**

The collective bargaining agreement with your employer may provide that you must become a member of SEIU Local 73 to the extent permitted by law. This means only the timely tender by you of the uniform initiation fees and periodic dues as may be lawfully required. While you do not have to become a full member of Local 73, membership in the Local provides you with very important rights in addition to the wages, benefits, and job security provided by the Collective Bargaining Agreement. These rights include the right to vote to accept or reject a proposed Collective Bargaining Agreement, fully participate in the development of contract proposals, vote in the election of your union officers, benefit from other programs such as credit cards, discount coupons, and other services available to union members. These rights and others are clearly set forth in the Union Constitution and Bylaws. If you choose to forgo the above rights and not be a full member of Local 73, you may file written objections to funding union expenditures that are not related to the union’s role as a collective bargaining representative. Individuals desiring to file objections should notify the Local 73 Secretary-Treasurer in writing via U.S. mail and request a description of the procedures which must be followed and to obtain information as to how these fees are calculated. The fees charged to those individuals who decide to object are based on the most recent annual audit of the Union’s expenditures, but historically range from 65 to 87 percent of full membership dues.

Original: Employer  Copies: Union
Appendix A

Service Employees International Union, Local 73
Agency Fee Payor Objection and Payroll Deduction Authorization

To: Legal Department
SEIU Local 73
300 South Ashland, Suite 400
Chicago, Illinois 60607

Print name: __________________________ Date: ________________

Date of Birth: _______________________ Cell phone: ________________ *

*By providing my phone number, I understand that SEIU and its locals may use automated calling technologies and/or text message me on my cellular phone on a periodic basis. SEIU will never charge for text message alerts. Message and data rates may apply to such text alerts. Text STOP to 787753 to stop receiving messages. Text HELP to 787753 for more information.

Email: _______________________________________________________

Home address: ________________________________________________

Employer: __________________________ Work location: ____________

By signing below, I waive the rights of membership in SEIU Local 73, object to the payment of full union dues and initiation fees, or their equivalent, and limit my obligation to the union to the payment of a reduced agency fee, otherwise known as an "agency fee." My objection shall remain in effect until such time as I join as a member in good standing of SEIU Local 73 and agree to pay full union dues or the Union provides a new notice to nonmember agency fee payers notifying fee payers of their rights to object and/or challenge the agency fee established by the Local Union.

Signature: __________________________ Date: ________________

By signing below, I request and voluntarily authorize my employer to deduct from my earnings and pay over to SEIU Local 73 an objector agency fee applicable to non-members of SEIU Local 73 who properly object to payment of regular monthly dues, initiation fees, or their equivalent, which amount is based on the approximate annual proportion of dues spent in the Union's most recent annual accounting year for which its accountant obtained and reviewed the necessary records, for the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment. This authorization shall remain in effect and be irrevocable for a period of one (1) year from the date of execution or until the termination of the applicable contract between my employer and SEIU Local 73, whichever occurs sooner, and from year-to-year thereafter, unless not less than thirty (30) days and not more than forty-five (45) days prior to the end of any yearly period I give my employer and SEIU Local 73 signed, written notice of my revocation via U.S. mail.

Signature: __________________________ Date: ________________

Contributions or gifts to SEIU Local 73 are not tax deductible as charitable contributions.
APPENDIX B

The following starting pay rates shall be effective for each job classification on September 1 of each fiscal year shown below. Should this Agreement not be fully executed until after September 1, 2023, Represented Workers shall receive retroactive pay in accordance with this Appendix and the Article on Compensation, dating back to September 1, 2023.

A. Librarian Starting Pay Rates

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Starting Pay Rate, 2023-2024</th>
<th>Starting Pay Rate, 2024-2025</th>
<th>Starting Pay Rate, 2025-2026</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Librarian</td>
<td>$70,000</td>
<td>$71,750</td>
<td>$73,543</td>
</tr>
<tr>
<td>Associate Librarian</td>
<td>$80,000</td>
<td>$82,000</td>
<td>$84,050</td>
</tr>
<tr>
<td>Senior Librarian</td>
<td>$90,000</td>
<td>$92,250</td>
<td>$94,556</td>
</tr>
</tbody>
</table>

B. Starting Pay Rates for All Other Staff

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Starting Pay Rate, 2023-2024</th>
<th>Starting Pay Rate, 2024-2025</th>
<th>Starting Pay Rate, 2025-2026</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Assistant 3</td>
<td>$40,000</td>
<td>$41,000</td>
<td>$42,025</td>
</tr>
<tr>
<td>Collections Processing and Preservation Specialist</td>
<td>$43,500</td>
<td>$44,588</td>
<td>$45,702</td>
</tr>
<tr>
<td>Collection &amp; Digitization Assistant</td>
<td>$39,000</td>
<td>$39,975</td>
<td>$40,974</td>
</tr>
<tr>
<td>Communications Specialist</td>
<td>$60,000</td>
<td>$61,500</td>
<td>$63,038</td>
</tr>
<tr>
<td>Conservation Technician</td>
<td>$42,500</td>
<td>$43,563</td>
<td>$44,652</td>
</tr>
<tr>
<td>Customer Service Representative</td>
<td>$39,000</td>
<td>$39,975</td>
<td>$40,974</td>
</tr>
<tr>
<td>Developer</td>
<td>$77,000</td>
<td>$78,925</td>
<td>$80,898</td>
</tr>
</tbody>
</table>
## APPENDIX B

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Starting Pay Rate, 2023-2024</th>
<th>Starting Pay Rate, 2024-2025</th>
<th>Starting Pay Rate, 2025-2026</th>
</tr>
</thead>
<tbody>
<tr>
<td>Developer Lead</td>
<td>$116,500</td>
<td>$119,413</td>
<td>$122,398</td>
</tr>
<tr>
<td>Developer Senior</td>
<td>$95,000</td>
<td>$97,375</td>
<td>$99,809</td>
</tr>
<tr>
<td>Digital Asset Coordinator</td>
<td>$65,000</td>
<td>$66,625</td>
<td>$68,291</td>
</tr>
<tr>
<td>Digitization Assistant</td>
<td>$47,000</td>
<td>$48,175</td>
<td>$49,379</td>
</tr>
<tr>
<td>Financial Assistant</td>
<td>$42,500</td>
<td>$43,563</td>
<td>$44,652</td>
</tr>
<tr>
<td>Library Assistant 1</td>
<td>$38,000</td>
<td>$38,950</td>
<td>$39,924</td>
</tr>
<tr>
<td>Library Assistant 2</td>
<td>$43,000</td>
<td>$44,075</td>
<td>$45,177</td>
</tr>
<tr>
<td>Library Assistant 3</td>
<td>$47,000</td>
<td>$48,175</td>
<td>$49,380</td>
</tr>
<tr>
<td>Library Clerk 2</td>
<td>$36,000</td>
<td>$36,900</td>
<td>$37,823</td>
</tr>
<tr>
<td>Mail Delivery Worker Ul</td>
<td>$35,000</td>
<td>$35,875</td>
<td>$36,772</td>
</tr>
<tr>
<td>Senior Software Developer</td>
<td>$83,500</td>
<td>$85,588</td>
<td>$87,727</td>
</tr>
<tr>
<td>Systems Administrator</td>
<td>$77,000</td>
<td>$78,925</td>
<td>$80,898</td>
</tr>
<tr>
<td>Systems Administrator Senior</td>
<td>$93,000</td>
<td>$95,325</td>
<td>$97,708</td>
</tr>
<tr>
<td>Technical Support Specialist</td>
<td>$53,000</td>
<td>$54,325</td>
<td>$55,683</td>
</tr>
<tr>
<td>Technical Support Specialist Senior</td>
<td>$63,000</td>
<td>$64,575</td>
<td>$66,189</td>
</tr>
<tr>
<td>User Support Specialist</td>
<td>$53,000</td>
<td>$54,325</td>
<td>$55,683</td>
</tr>
<tr>
<td>User Support Specialist Associate</td>
<td>$47,000</td>
<td>$48,175</td>
<td>$49,379</td>
</tr>
</tbody>
</table>
## APPENDIX B

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Starting Pay Rate, 2023-2024</th>
<th>Starting Pay Rate, 2024-2025</th>
<th>Starting Pay Rate, 2025-2026</th>
</tr>
</thead>
<tbody>
<tr>
<td>User Services Representative 2</td>
<td>$44,000</td>
<td>$45,100</td>
<td>$46,228</td>
</tr>
<tr>
<td>Web and Electronic Communication Specialist</td>
<td>$55,500</td>
<td>$56,888</td>
<td>$58,310</td>
</tr>
</tbody>
</table>

When a Represented Worker is promoted or transfers to a bargaining unit position with a higher starting pay rate than the starting pay rate of the Represented Worker’s current position, the Represented Worker will receive either the starting pay rate of the new position or a four percent (4%) increase, whichever amount is higher.

When a Represented Worker is demoted for just cause or transfers to a bargaining unit position with a lower starting pay rate than the starting pay rate of the Represented Worker’s current position, or when the removal of duties of a current employee results in the employee being re-assigned to a bargaining unit position as set forth above in this Appendix B, the Represented Worker will receive the starting pay rate of the new position.