

COLLECTIVE BARGAINING AGREEMENT

between

DOMINICAN UNIVERSITY OF CALIFORNIA

and

THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021

April 27, 2016 through June 30, 2019

TABLE OF CONTENTS

	Page
PROPOSAL #1 -- PREAMBLE.....	1
PROPOSAL #2 -- ARTICLE 1 – RECOGNITION	2
PROPOSAL #4 -- ARTICLE 3 2 – UNION SECURITY AND CHECKOFF	5
PROPOSAL #5 -- ARTICLE 4 3 – SAVINGS CLAUSE.....	6
PROPOSAL #6 -- ARTICLE 5 4 – SEIU COMMUNICATION AND ACCESS RIGHTS.....	7
PROPOSAL #7 -- ARTICLE 6 5 – UNION LEAVE AND ACTIVITIES.....	9
PROPOSAL #8 -- ARTICLE 7 6 – NON-DISCRIMINATION	10
PROPOSAL #9 -- ARTICLE 8 7 - LABOR MANAGEMENT COMMITTEE.....	11
PROPOSAL #10 -- ARTICLE 8 – HEALTH AND SAFETY	12
PROPOSAL #11 – ARTICLE 9 – TERM OF AGREEMENT.....	13
PROPOSAL #12 -- ARTICLE 10 – SCOPE OF AGREEMENT	14
PROPOSAL #13 & #14 (COMBINED)ARTICLE 11 --- TIER SYSTEM AND STABILITY OF APPOINTMENTS	15
PROPOSAL #15 -- ARTICLE 12 – PEER FEEDBACK AND SUPPORT	21
PROPOSAL #15A ---ARTICLE 12, APPENDIX A – PEER FEEDBACK AND SUPPORT DOCUMENTS.....	22
PROPOSAL #16 – ARTICLE __: 13 – COMPENSATION – TEACHING	27
PROPOSAL #17 -- ARTICLE __ 14 -- TUITION REMISSION PROGRAM.....	29
PROPOSAL #19 – ARTICLE __ 15 -- CLASS ASSIGNMENT AND LETTER DATES, CLASS CANCELLATION FEES & OVERLOADS.....	31
PROPOSAL #20 -- ARTICLE __ 16 --- ACADEMIC FREEDOM	32
PROPOSAL #22 – ARTICLE __ 17 -- FACULTY DEVELOPMENT.....	34
PROPOSAL #24 – ARTICLE __ 18 -- GRIEVANCE AND ARBITRATION	37
PROPOSAL #25 -- ARTICLE __ 19 --- ADJUNCT FACULTY UNION ORIENTATION	41
PROPOSAL #26 -- ARTICLE __ 20 --- PERFORMANCE EVALUATION	42
PROPOSAL #27 – ARTICLE 21 – NO STRIKE/NO LOCKOUT	45
PROPOSAL #28 – ARTICLE __ 22 -- JUST CAUSE, DISCIPLINE, PERSONNEL FILES	46
PROPOSAL #29 & #34 -- ARTICLE __ 23 --- MANAGEMENT RIGHTS	48
PROPOSAL #31 -- ARTICLE __ 24 --- PROCESSING OF UNEMPLOYMENT INSURANCE CLAIMS.....	50
PROPOSAL #32 – ARTICLE 8 25 – HEALTH & WELFARE	51
PROPOSAL #33 – ARTICLE __ 26 – SEIU REPRESENTATIVES	52

PREAMBLE

This Agreement is entered into by and between Dominican University and Service Employees International Union, Local 1021, CtW, CLC (the “Union”).

It is the purpose of this Agreement to set forth the wages, hours of employment and other terms and conditions of employment for members of the bargaining unit.

The Union and the University value and respect the role of the Adjunct Faculty (unit employees) covered by this Agreement as contributors to a learning community. Our relationship is characterized by a spirit of professionalism, collegiality, and cooperation toward a common objective of providing an exceptional educational experience for University students. We believe in effective communications, mutual respect, and meaningful involvement of Adjunct Faculty (unit employees) towards this common objective. The Union recognizes and supports the commitment of the University to provide the very best in educational opportunities to all students. The University recognizes and respects the Union’s commitment to advocating for the interests of its members.

The nature of our relationship is reflected in our ongoing collaboration to resolve issues of mutual interest as well as differences as they arise. We are committed to resolving disputes through such collaborative processes and, when necessary, the grievance and arbitration procedure established in this Agreement, including its emphasis on informal resolution, or, if applicable, through the National Labor Relations Board.

ARTICLE 1 – RECOGNITION

Section 1.1 – Exclusive Representative

The University recognizes the Union as the exclusive representative of the employees defined in Section 1.2(A) of this Article, for the purpose of collective bargaining.

Section 1.2 – Employee

A. Employees in the Bargaining Unit

Whenever used in this Agreement the term Adjunct Faculty (“unit employees”) will mean all Adjunct Professors, Adjunct Assistant Professors, Adjunct Associate Professors, Unranked part-time Faculty, and part-time Term Adjuncts, employed by the University at its San Rafael, California facility, excluding all other employees, employees who do not teach undergraduate or graduate level credit-earning courses or labs in a degree program for matriculating students, employees who teach as an integrated part of their staff position, Tenured Faculty, Tenure-Track Faculty, full-time Term Faculty, Administrators, Graduate Students, Executive Assistants, Managers, Assistant Managers, Independent Contractors, guards, and supervisors as defined by the Act.

B. Bargaining Unit Information

No later than two weeks before the start of each new academic term, the University will provide to the Union information regarding Adjunct Faculty members (unit employees) who meet the definition of employee under Subsection A of this Section 1.2, who will be teaching for that upcoming academic term. This information shall include each employee’s name, employee identification number, address, phone number(s) on file, personal email (as available), University email, assignment(s) for the semester (including course title(s) and sections), department, units per course, pay rate, any non-instructional academic responsibilities, including but not limited to advising or grant-writing, and the date of hire when the Adjunct Faculty member (unit employee) first taught at the University.

No later than one week after the census date (add/drop date), the University will provide an updated list to the Union including for each Adjunct Faculty member the same information as listed in the paragraph above.

The University will also notify the Union of Adjunct Faculty changes as they occur on a monthly basis.

The University also will provide to the Union an annual list of all Adjunct Faculty members (unit employees) participating in the University’s health and dental benefits programs. This information shall be provided within thirty (30) days after the close of open enrollment each calendar year.

All information will be provided electronically to the extent practicable.

ARTICLE 2 – UNION SECURITY AND CHECKOFF

- A. Except as provided below, all Adjunct Faculty covered by this Agreement, as set forth in Subsection A of Article 1.2 who do not voluntarily acquire and maintain membership in the Union, shall be required as a condition of continued employment to pay to the Union each month, beginning no later than thirty-one (31) days after the date of their first paycheck for teaching a credit-earning course or laboratory pursuant to their initial appointment as Adjunct Faculty (unit employees) covered by this Agreement or after the ratification of this Agreement, whichever is later, an agency fee as a deduction from any paycheck for teaching a credit-earning course or laboratory (a service charge as a contribution toward the cost of administration of this Agreement and representation by the Union). The amount of such agency fee shall be determined by the Union in accordance with applicable law, as percentage of full dues uniformly required to be paid as dues and initiation fees by those who choose to become members of the Union.
- B. Payment of union dues or agency fees, voluntary contribution to the SEIU Local 1021 Committee on Political Education (COPE), or contributions to the following charitable organizations: Canal Alliance, Center for Domestic Peace, and Homeward Bound, may be made by all Adjunct Faculty (unit employees) via the check-off procedure provided by this Article. It is agreed that the University shall assume no financial or other obligation arising out of the provisions of this Article, and the Union hereby agrees that it shall indemnify and hold the University harmless from any claims, actions, or proceedings by an Adjunct Faculty (unit employee) arising from the University's actions in accordance with this Article.
- C. Each payday that the Adjunct Faculty member receives a paycheck for teaching a credit-earning course or laboratory, the University shall, during the term of this Agreement, deduct from an Adjunct Faculty (unit employee's) compensation a sum of dues or fees owed to the Union for the month covered by that paycheck and authorized under federal labor law, provided the Adjunct Faculty (unit employee) has furnished the University a written assignment executed in accordance with the law. The Union will provide the University a suitable form for the authorization of this payroll deduction and as to Adjunct Faculty (unit employees) and for new unit employees, the University will include that form with his/her appointment letter. If the Adjunct Faculty member (unit employee) has not submitted the authorization form by the time of his/her first paycheck, the deduction shall be made twice from his/her second paycheck. Dues and fees shall be deducted from compensation for Adjunct Faculty (unit employee) duties, i.e., not from compensation for administrative work if the Adjunct Faculty member (unit employee) holds dual roles at the University.
- D. The University shall remit the dues or fees to the Union along with a list of members and agency fee payers within the first ten (10) working days of the month following the month of collection.

ARTICLE 3 – SAVINGS CLAUSE

It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are subject to applicable law and are separable. If any part of this Agreement is found to be invalid because of a conflict with applicable law or to give rise to a reporting obligation to the U.S. Department of Labor, such invalidity or reporting obligations shall not affect the remaining parts of this Agreement, and the parties shall meet to negotiate a substitute provision.

ARTICLE 4 – SEIU COMMUNICATION AND ACCESS RIGHTS

A. Posting

The University and SEIU shall post on their websites an official version of this Agreement.

B. Use of Facilities

University facilities, to the extent not being used for regular University business, may be scheduled by Adjunct Faculty (unit employees) for Union-related business as it relates to the University. All such scheduling shall be through the University's regular facilities scheduling system and consistent with the same procedures applicable to all faculty and staff seeking to schedule the use of such facilities. Any concerns about scheduling rooms shall be directed to the bargaining team for the University and, upon ratification of this Agreement, to the Labor Management Committee.

C. Communication

Intra-campus mail service, including electronic mail services, but excluding printing and photocopying, shall be available to SEIU at no cost for official SEIU communications. Adjunct Faculty (unit employees) mailboxes may be utilized by SEIU for purposes of SEIU communication. SEIU may use the Adjunct Faculty email listserv for the purpose of communicating with its members; however, as a University-operated listserv, the parties are reminded that administrators may be on this listserv and that, consistent with the University's policies, any email communications should not be considered confidential or private given the oversight by the University's Information Technology Department.

D. Postings

SEIU shall have the use of locked, designated bulletin boards on campus for the posting of SEIU material in the following locations:

- Guzman
- Angelico
- Meadowlands
- Science Building
- Bertrand
- San Marco
- Human Resources.

Such bulletin boards shall be in the above locations in places visible and accessible to Adjunct Faculty (unit employees) and in areas frequented by Adjunct Faculty (unit employees).

E. Designation of Representatives

The names of the SEIU representatives and Adjunct Union officials will be provided to the Office of Vice President for Academic Affairs at least ten (10) days before the start of each term and within five (5) business days of any subsequent change.

ARTICLE 5 – UNION LEAVE AND ACTIVITIES

Union leave shall be governed by the provisions set out below:

- A. Upon the request of SEIU with at least three months' notice (or less notice if mutually agreeable), the University shall grant in a timely manner union leave without loss of job security or status. Such leaves shall be granted up to the equivalent of one semester per Academic Year. During this semester, the Adjunct Faculty member (unit employee) shall be compensated by the Union, not by the University. While on a Union leave of absence, the Adjunct Faculty member (unit employee) shall be eligible for University health care benefits for no more than six months if the Adjunct Faculty member (unit employee) pays all the benefit premiums and the plan allows for participation while on an unpaid leave of absence.
- B. An Adjunct Faculty member (unit employee) who is on union leave shall have the right to return to her/his former position upon expiration of the leave, without a reduction in his/her average course load or status according to the job stability provisions of this Agreement. Any Adjunct Faculty member who covers a class while another Adjunct Faculty member is on a one semester union leave under this Article shall have no rights to continue teaching that course upon the other bargaining unit faculty member's return. Such leave shall not constitute a break in the Adjunct Faculty member's (unit employee's) cumulative service for the purpose of Article 11, *Tier System and Stability of Appointments*.
- C. SEIU may request union leaves of absence for a specified period of time shorter than one term for SEIU-designated Adjunct Faculty members (unit employees).

ARTICLE 6 – NON-DISCRIMINATION

- A. The University and the Union will not discriminate on the basis of race, color, creed, religion, ethnicity, national origin, ancestry, sex, gender, gender identity and expression, marital status, sexual orientation, age, disability, medical condition, veteran's status or union activities or any other category protected by law, regulation or ordinance against any employee or applicant for employment by the Union, the University, or anyone employed by the University.
- B. The University will not tolerate harassment of University employees by any other employee or affiliates of the University.
- C. There shall be no retaliation for reporting complaints of harassment, discrimination or retaliation. An Adjunct Faculty member (unit employee) shall not suffer retaliation for participation in SEIU activities.
- D. Except for discrimination or retaliation on the basis of union activities by the University, complaints of harassment on the basis of a protected category by someone at or affiliated with the University shall be processed through the University's harassment procedures. Complaints pertaining to retaliation by someone at or affiliated with the University for reporting discrimination or harassment on the basis of a protected category or participating in the investigation thereof, shall be processed through the University's procedures. The University's failure to invoke these procedures may be subject to a grievance by the Union. However, the underlying conduct shall be investigated and resolved pursuant to the University's procedures.
- E. Adjunct Faculty (unit employees) may choose to have a Union representative present during any meeting held under this Article.

ARTICLE 7 - LABOR MANAGEMENT COMMITTEE

- A. The University and the Union are committed to an ongoing cooperative relationship that fosters effective communication and addresses concerns of interest to the parties. To that end, the parties agree to the creation of a Labor Management Committee (the “Committee”) to discuss and resolve concerns at the earliest opportunity, preferably before they escalate.

The Committee will not resolve individual grievances or engage in collective bargaining; it addresses concerns involving practice or implementation of terms and conditions of employment not specified clearly in this Agreement.

- B. The Committee shall consist of not more than four (4) representatives designated by the Union and not more than four (4) representatives designated by the University. The parties will designate their own representatives to the Committee, including one designee as co-chair. The University agrees that two of its representatives shall be the Vice President for Academic Affairs and the Director of Human Resources or, as necessary, their designees. If agreed to by both parties in advance of the meeting, more than four (4) representatives of one or both parties may attend a meeting, particularly where additional subject matter expertise may be necessary.
- C. The Committee shall meet at least twice during each of the fall and spring semesters at mutually acceptable dates and times. Additional meetings may be held by mutual agreement. Designated representatives of the Union and the University will set agenda items one (1) week before each meeting.
- D. Sometimes discussion is insufficient to resolve concerns quickly, so Committee members, representing either the Union or the University, may make recommendations in writing and the other party’s members will respond in writing within thirty (30) days. Extensions may be granted by mutual agreement.
- E. The University shall retain the final authority with respect to adopting recommendations made by the Committee.

ARTICLE 8 – HEALTH AND SAFETY

Dominican University and the Union are committed to providing a safe working environment for all members. To that end, the parties agree to the following:

- A. The University shall provide Adjunct Faculty (unit employees) with safe working conditions and workplace protections that meet applicable OSHA standards and other applicable state or federal regulations governing workplace safety. The University will comply with all such applicable state and federal laws and regulations regarding health and safety.
- B. Adjunct Faculty members (unit employees) shall comply with all applicable state and federal laws and regulations regarding health and safety.

ARTICLE 9 – TERM OF AGREEMENT

This Agreement becomes effective upon ratification and shall continue in full force and effect until June 30, 2019.

Either party will deliver a Notice of Intent to Bargain to the other no later than 180 calendar days prior to the expiration date in which event this Agreement shall terminate at midnight of June 30, 2019, unless renewed or extended by mutual written agreement signed by the parties.

The parties shall make their best efforts to commence negotiations for a new Agreement within thirty (30) calendar days of the receipt of such Notice of Intent to Bargain.

The parties may reach a side letter pertaining to implementation of this Agreement depending on the date of the ratification.

ARTICLE 10 – SCOPE OF AGREEMENT

Dominican University and the Union acknowledge and agree that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter as to which the National Labor Relations Act imposes an obligation to bargain, and that all understandings and agreements arrived at between Dominican University and the Union after the exercise of that right and opportunity are set forth in this Agreement. This Agreement contains the full understanding, undertaking, and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term. Changes to this Agreement, whether by addition, waivers, deletions, amendments, or modification, must be mutually agreed upon in writing and signed by both parties.

ARTICLE 11 – TIER SYSTEM AND STABILITY OF APPOINTMENTS

Section 11.1 Issuance of Annual and Multi-Year Contracts

The University shall issue contracts by March 1 for the following Academic Year (inclusive of Fall and Spring terms) that shall indicate the Adjunct Faculty member’s title, Tier position, date of hire, contract term, compensation rate and Minimum Anticipated Course Load calculated under this Article. Minimum Anticipated Course Loads for Summer terms will be calculated and confirmed separately following the same principles, under the same Tier System, and in the same annual contract letter. For the purposes of Adjunct Faculty contracts *only*, Summer term shall be treated as “leading” the Academic Year, e.g., contracts for Academic Year 2016-17 would begin (when applicable) with summer 2016.

Once the course unit load is calculated by March, an Adjunct Faculty member’s (unit employee’s) position in the Tier System shall be the position for the upcoming Academic Year. Within two weeks of receipt of this calculation, Adjuncts who believe their calculation is incorrect shall notify the University in writing to correct any errors. Individual class assignments shall be assigned pursuant to this Article and communicated by Class Appointment Letters in accordance with Article 15, *Class Assignment Letter Dates, Class Cancellation Fees & Overloads*.

Section 11.2. The Tier System

Tier	DUoC Points	Titles	Compensation	Contract Term	Minimum Anticipated Number of Units Offered per Academic Year (subject to this Article)
1	0 – 25	Adjunct Instructor or Adjunct Professor of Practice I	According to Article 13	1 Academic Year	1 class (typically, though not always, 3 course units)
2	26 – 50	Adjunct Assistant Professor or Adjunct Professor of Practice II	According to Article 13	1 Academic Year renewable	Average number of course units taught for the preceding three (3) Academic Years, including the Academic Year in which the calculation is being made.
3	51-74	Adjunct Associate Professor or Adjunct Professor of Practice III	According to Article 13	2 Academic Years renewable	Average number of course units taught for the preceding three (3) Academic Years, including the Academic Year in which the calculation is being made.

4	75+	Adjunct Professor or Adjunct Professor of Practice IV	According to Article 13	3 Academic Years renewable	Average number of course units taught for the preceding three (3) Academic Years, including the Academic Year in which the calculation is being made.
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- A. Progression through the Tier System is based on credited Dominican Points and a satisfactory performance evaluation conducted in accordance with Article 20, *Performance Evaluation*. Adjunct Faculty members will progress through the Tier System for the duration of their appointment except that their current contract term must be completed before the next contract length in the Tier System will be applied.
- B. Effective at ratification of this Agreement, every newly-hired Adjunct Faculty member (unit employee), including previous hires who have not yet taught for the University, shall be on probation for her/his first two academic terms of employment at the University, regardless of his/her placement on the Tier System. The two academic terms do not need to be consecutive. Probation is defined as the period in which the University is not obligated to offer an additional contract and the period in which an Adjunct Faculty member can be terminated or non-renewed without cause.

Some Adjunct Faculty members may not be offered the minimum anticipated number of units set forth above due to insufficient courses or class sections being scheduled or a class being assigned to a Full-Time Faculty member (non-unit employee) or administrator who has teaching duties as part of her/his responsibilities. In the event an Adjunct Faculty member is not offered the Minimum Anticipated Course Unit Load because a course or courses were assigned to a University employee outside the bargaining unit for up to one Academic Year, the average course unit load of the Adjunct Faculty shall not be affected. In the event that a course or courses previously taught by Adjunct Faculty were reassigned for some time period (up to a maximum of three Academic Years) to a University employee outside the bargaining unit and then becomes available again to Adjunct Faculty members, the incumbency principle and timeline for assigning classes shall apply to that course as if the period of interruption had not occurred.

- C. Once the Course Assignment Letter has been issued, course cancellation fees will be paid in accordance with Article 15, *Class Assignment Letter Dates, Class Cancellation Fees & Overloads*.
- D. The designation of Adjunct Professor of Practice I-IV shall be based on the reasonable discretion of the University for those Adjunct Faculty (unit employees) who are hired because of non-academic relevant prior experience. Members of the unit who have other titles at the time of the ratification of this Agreement may choose to retain those titles upon their placement in the Tier System.

Section 11.3. Assignment of Courses

A. Applications for Courses

Within three weeks of ratification of this Agreement (or, if ratification occurs after the end of Spring semester and before the beginning of the Fall semester, within the first three weeks of the Fall semester following ratification), and during the period of December 1-15 of each year thereafter, Adjunct Faculty (unit employees) who consider themselves qualified (as defined below) to teach a course in any department may submit their name, availability, preference (as between courses) and tier to the chair or hiring supervisor for that course for the following Academic Year. Upon hire, newly-hired Adjuncts can add their names to the hiring pool for courses they are qualified to teach. Class assignment changes or reassignments shall follow the hiring pool procedure described in this Section.

Adjunct Faculty (unit employees) shall identify what courses they are qualified to teach based on the following:

1. She/he has previously taught the course or a highly similar course at the University or another regionally accredited institution of higher learning;
2. She/he has relevant professional experience;
3. The course she/he wishes to teach falls within her/his degree-expertise for lower division courses;
4. The course she/he wishes to teach is within her/his area of expertise within their field for specialized or upper division courses.

Adjunct Faculty members shall submit proof of qualifications if submitting availability for courses that the Adjunct Faculty member has never taught before. Chairs may request proof of any qualifications. Chairs will notify those they determine to be not qualified. If the Chair's decision is questioned, the matter may be appealed to the School Dean. Decisions pertaining to qualification are not subject to the Grievance and Arbitration provisions of this Agreement, provided the Adjunct Faculty maintain their Minimum Anticipated Course Unit Load for that contract term.

B. Assignment of Classes

For each Academic Year the University shall offer available classes to qualified Adjunct Faculty (unit employees) in the following order:

1. In order of those who have taught the course previously, starting with the most senior incumbent (most Dominican Points) in the hiring pool for that course (and its class sections) up to the Minimum Anticipated Course Unit Load. Any incumbency tie-breaker shall be the earlier hire date. An incumbent is an Adjunct Faculty member (unit employee) who has taught a course at least once within the last three (3) Academic Years and who has taught that course at least twice during her/his employment at the University.
2. The remaining pool of classes (new and non-incumbent classes) shall be offered to qualified Adjunct Faculty (unit employees) in the hiring pool for that course (and sections) to fulfill Minimum Anticipated Course Unit Load in seniority order, and then each qualified Adjunct Faculty shall be offered one course (or section) in excess of Minimum Anticipated Course Unit Load in rotational seniority order, until all qualified Adjunct Faculty have reached a full-time course load or all available courses and sections have been assigned (whichever comes first).

An Adjunct Faculty member (unit employee) who receives a class assignment shall notify the University in writing of her/his acceptance as soon as possible, and within one (1) week of the date sent by the University.

Once other Adjunct Faculty members in a hiring pool for a course have been offered the number of Minimum Anticipated Course Units contemplated under his/her contract OR if there are no other Adjunct Faculty members (unit employees) in the hiring pool, an Adjunct Faculty member may accept classes that would cause him/her to exceed the number of Minimum Anticipated Course Units contemplated by his/her contract.

3. If, after completing steps 1-2 above, some class sections are still unassigned, the University may hire additional Adjunct Faculty (unit employees).
4. An Adjunct Faculty member (unit employee) may choose to select fewer than the number of units to be offered under his/her contract.

Exceptions to the above: Faculty hiring and assignment to courses offered in the First Year Experience “Big History,” VisionQuest, and Colloquium will continue to be determined according to existing University policies for those programs or by future revisions to such assignment/hiring policies and practices, as approved through shared governance procedures. The GE Director and other Directors of such programs will consult and collaborate with the School Deans regarding the Minimum Anticipated Course Unit Loads of Adjunct Faculty who teach in the programs.

Section 11.4 Definitions

- A. A course is part of an academic program leading to a degree. Courses have a corresponding Course Code prefix, a number, name, and unit value, such as ENGL 3015 Shakespeare (3 units). Courses are listed in the University Catalog. By contrast, a class is one section of a course. Some courses have only one section/class, and some have multiple sections/classes, such as ENGL 3200 Advanced Writing and Research, Section 3. Classes are not listed in the University Catalog.

	Dominican Points Awarded
Courses taught at Dominican	One point per one Course Unit. A Course Unit is defined as the unit value credited to a full-time faculty member at the University per one unit of a credit-bearing course or lab in a degree program. <i>For example, if a 2-unit lab course would count as 4 units when awarded to full-time faculty who might teach that course, then Adjunct Faculty (unit employees) receive 4 points for teaching that course.</i>
Teaching at Another Regionally-Accredited Academic Institution (Undergraduate or Graduate level)	1 unit taught elsewhere at a regionally accredited institution of higher education = 1/2 Dominican Point. (Awarded on hire or initial placement in the Tier System.)
Ph. D. or Terminal Degree	21 Dominican Points (Awarded on hire, conferral, or initial placement.)
Relevant Professional Experience	21 Dominican Points (Awarded for those appointed as Adjunct Professors of Practice I-IV.)

ARTICLE 12 – PEER FEEDBACK AND SUPPORT

- A. Peer feedback and support are intended to support excellence in teaching, to further academic and professional standards, and to provide for professional development. Adjunct Faculty (unit employees) will engage in a process of peer feedback and support to highlight each other's teaching strengths and suggest areas to improve with recommendations.
- B. Peer feedback can occur under the following circumstances:
 - 1. Voluntary peer feedback can occur any time an Adjunct Faculty member (unit employee) would like peer feedback on her/his teaching of a particular class;
 - 2. Required peer feedback will occur as follows:
 - a. At least once during the Academic Year for Adjunct Faculty (unit employees) new to the University;
 - b. At least once for one class every 4 years for all Adjunct Faculty (unit employees).
- C. Process
 - 1. Adjunct Faculty (unit employees) may choose which of their classes will receive peer feedback;
 - 2. Adjunct Faculty (unit employees) may ask any other Adjunct Faculty member (unit employee) to provide them with peer feedback;
 - 3. Adjunct Faculty (unit employees) may request up to two (2) peer feedbacks for the same class by two different colleagues, concurrently or separately;
 - 4. The Adjunct Faculty member (unit employee) providing the peer feedback will use the forms attached and procedure described in Appendix A;
 - 5. Adjunct Faculty (unit employees) may choose whether to file the peer feedback forms in their personnel file.
- D. Peer feedback will be compensated as per Article 13.
- E. For the purpose of this Article, the term "personnel file" shall be the personnel file maintained by each Dean's office, not the personnel file maintained by Human Resources.
- F. This Article shall not preclude any other form of observation or evaluation.

-ARTICLE 12, APPENDIX A – PEER FEEDBACK AND SUPPORT DOCUMENTS

- I. Peer-feedback procedure
- II. Adjunct Faculty (unit employee) Self-Assessment Form
- III. Adjunct Faculty (unit employee) Peer Feedback Form

I. Peer Feedback Procedure

- A. The Adjunct Faculty member (unit employee) receiving a Peer Feedback will complete an Adjunct Faculty (unit employee) Self-Assessment Form;
- B. The Adjunct Faculty member (unit employee) providing Peer Feedback will do the following:
 - 1. Review the class syllabus of her/his Adjunct Faculty member (unit employee) colleague;
 - 2. Review the Adjunct Faculty member (unit employee)'s Self-Assessment form;
 - 3. Attend at least one class approved by the Adjunct Faculty member (unit employee) requesting the Peer Feedback;
 - 4. Complete an Adjunct Faculty (unit employee) Peer Feedback Form including an overview of the Adjunct Faculty member (unit employee) receiving peer feedback, achievements, suggestions for improvement(s) with recommendations, and a summary;
 - 5. Meet in person with the Adjunct Faculty member (unit employee) receiving the peer feedback to discuss the Adjunct Faculty (unit employee) Peer Feedback Form.
- C. The Adjunct Faculty member (unit employee) shall receive a copy of the Peer Feedback Form and may choose to accept it without comment or reply to it with a written attachment.
- D. The Adjunct Faculty member (unit employee) receiving the peer feedback may choose to file all forms in her/his personnel file.

II. Adjunct Faculty (Unit Employee) Self-Assessment Form
Page 2 of 2

5. What special areas of interest related to your teaching would you like to discuss, including where you want University support?

6. What do you like and dislike about teaching at Dominican University?

7. What sort of training/experiences would benefit you in the next year? Not just teaching skills — also your natural strengths and personal passions you'd like to develop — you and your teaching can benefit from these.

8. What kind of activities and tasks related to teaching would you like to focus on during the next year?

9. What response would you like to make in relation to any Student Evaluations?

10. Add information for areas not covered in the above, if you like.

III. Adjunct Faculty (Unit Employee) Peer Feedback Form
Page 1 of 2

To be completed by the Adjunct Faculty (unit employee) member providing peer feedback.

For: _____
(Name of Adjunct Faculty member (unit employee) receiving a Peer Feedback) (Signature)

By: _____
(Name of Adjunct Faculty member (unit employee) providing a Peer Feedback) (Signature)

Date Form Completed: _____ **Class:** _____

Instructions for Peer Feedback Provider:

- ___ Attach and review copy of class syllabus.
- ___ Attach and review copy of Adjunct Faculty (unit employee) Self-Assessment Form.
- ___ Attend at least one class. Date(s): _____
- ___ Complete this form.
- ___ Meet with the Adjunct Faculty member (unit employee) to go over this completed form personally.

The Adjunct Faculty member (unit employee) receiving the Peer Feedback may submit this form, its attachments, and any others to be kept in her/his personnel file, if desired.

Response by Adjunct Faculty member (unit employee) Receiving This Peer Feedback
(choose one or more):

- ___ I understand and accept my colleague's Peer Feedback.
- ___ I will submit a reply to my colleague's Peer Feedback.

Overview

III. Adjunct Faculty (Unit Employee) Peer Feedback Form
Page 2 of 2

Achievements

Improvement

Summary

ARTICLE 13 – COMPENSATION – TEACHING

- A. Work that would be considered part of regular teaching responsibilities for Adjunct Faculty members includes but is not limited to and does not always require the following: holding office hours; meeting with students in person, by email, or by phone; writing student recommendations and referrals; creating and grading assignments and exams; preparing for classes; writing and distributing the course syllabus; holding scheduled classes; and addressing student grade complaints and academic (or other) misconduct issues, within one year after the end of the semester.
- B. Payment to Adjunct Faculty (unit employees) for teaching classes will occur twice monthly on the regular University payroll schedule.
- C. Adjunct faculty who teach on a per unit basis shall receive the following minimum rates of compensation per unit based on total number of units taught at the University and satisfactory performance, as set forth in Article 20, *Performance Evaluation*. If an Adjunct is performing satisfactorily, then he or she shall proceed through the system below in accordance with the number of points accumulated. If he or she is performing unsatisfactorily, then the provisions of Article 20, *Performance Evaluation* shall be followed.

Range	Points	Step	72% of Rank	AYFT 16-17	77% of FT Rank	AY 17-18	80% of FT Rank	AY 18-19
Tier 1	0-25	1	Asst-1	\$1,610*	Asst-2	\$1,764	Asst-2	\$1,833
Tier 2	26-50	2	Asst-2	\$1,650	Asst-4	\$1,884	Asst-4	\$1,958
Tier 3	51-74	3	Asst-3	\$1,706	Asst-6	\$2,004	Asst-6	\$2,083
Tier 4	75-100	4	Asst-4	\$1,762	Assoc-1	\$2,064	Assoc-2	\$2,207
Tier 4	101-125	5	Asst-5	\$1,818	Assoc-2	\$2,124	Assoc-4	\$2,332
Tier 4	126	6	Asst-6	\$1,874	Assoc-3	\$2,184	Assoc-6	\$2,457

The per unit rates above are tied on a percentage basis to the Full-Time Faculty Scale as noted. If the Full-Time Faculty Scale increases during the life of this Agreement, then the above per unit rates of pay would be increased accordingly to maintain the percentage noted. *72% of FT rank or \$1,610, whichever is higher.

Effect of Split Steps Within Tier 4

If the number of courses assigned to an Adjunct Faculty member during a semester would cause the Adjunct Faculty member to move to a new step within Tier 4, then the Adjunct Faculty member shall be paid for all courses in that semester in accordance with his or her new step. If courses are cancelled after the letter of appointment indicating the compensation step has been issued, then the compensation step will be readjusted.

Adjunct Faculty Members Who Exceed the Compensation Table

Adjunct Faculty members whose current rate of compensation per unit is above the rates set forth in the Compensation Table will receive a 2% pay increase for those above-rate units on the effective date of all pay increases until they proceed to a category in which they qualify for a higher pay rate for those units. All other unit rates shall be paid in accordance with the Compensation Table.

For the purposes of this Article units means units or unit equivalent. All teaching shall be paid on a per unit basis. Consistent with Article 11, *Tier System and Stability of Appointments*, a Course Unit is defined as the unit value credited to a full-time faculty member at the University per one unit of a credit-bearing course or lab in a degree program.

ARTICLE 13 -- SPECIAL COMPENSATION

Adjunct Faculty (unit employee) may perform tasks that are beyond the scope of their regular classroom responsibilities. The University will compensate them for those tasks as set below.

A. Teaching and Course-Related Work

1. **Substitute Teaching:** An Adjunct Faculty (unit employee) may teach a class for another faculty member at the University with the approval of the Chair (or Associate Dean) in the department or program in which the course is being offered. The University will pay the substitute Adjunct Faculty member (unit employee) at a rate of \$50 per hour of class time with a minimum payment of \$150 which includes prep time.

2. **References:** Upon approval by the Department Chair, when an Adjunct Faculty member (unit employee) writes a reference for a student who is no longer part of a class taught by that Adjunct Faculty member (unit employee), the Adjunct Faculty member (unit employee) will be paid \$70. References written for students who are still in a class taught by an Adjunct Faculty member (unit employee) are considered part of Adjunct Faculty's (unit employees') regular work.

3. **First Reader of a Thesis or Portfolio Evaluation:** If, pursuant to the written approval of the Department Chair, an Adjunct Faculty member (unit employee) is the First Reader of a Thesis or is asked to do a Portfolio Evaluation, and such work is beyond the scope of regular classroom responsibilities, the Adjunct Faculty member (unit employee) will be paid at the then-existing departmental or program rate or \$35/hour (whichever is greater).

4. **Course Development:** When an Adjunct Faculty member (unit employee), upon written approval by the Dean, develops a new unit-qualified course that was not previously taught or held at the University, upon the Dean's receipt of a syllabus, the Adjunct Faculty member (unit employee) will be paid \$750 per unit.

5. **Service Learning Courses and Colloquia:** Participation in and payment for teaching in these courses will be paid in accordance with the University's policy.

B. Process of Special Compensation

Adjunct Faculty (unit employees) who wish to be paid for any of the above Special Compensation items must receive Chairs/supervisor's written approval for both the work and the number of hours and/or stipend rate to be paid *before* initiating the work. Adjunct Faculty (unit employees) must submit an invoice describing the work done and the hours spent in quarter hour increments (where applicable), with documentation (where applicable), to the Dean of the School in which they are employed, or to another specified University employee within two weeks of the completion of the work. Payment will be made within two (2) pay periods of the date of submission.

ARTICLE 14 – TUITION REMISSION PROGRAM

- A. If an Adjunct Faculty member (unit employee) has taught at least one (1) credit-earning course in the last two (2) Academic Years , she/he will be entitled to participate in the University's Tuition Remission Program as follows:
1. Adjunct Faculty (unit employees) may enroll in as many courses as they have taught within the last two years (eligible enrollment period);*
 2. Adjunct Faculty (unit employees) may enroll in no more than one credit-earning course per academic term;
 3. Adjunct Faculty (unit employees) may receive credit for that course if desired.
- B. Enrollment in the course must not displace tuition-paying University students. If the course does not run or if it is full, then the Adjunct Faculty member (unit employee) may select another course during his or her eligible enrollment period.

*The eligible enrollment period is a rolling two-year lookback period that resets at the start of each semester. For example:

Teach 2 courses Fall 2016. Earn 2 course enrollment courses. These may be used Fall 2016, Spring 2017, Summer 2017, Fall 2017, Spring 2018, Summer 2018 or Fall 2018.

Teach 2 courses Fall 2016 AND 1 course Spring 2017. Earn 3 course enrollment courses. These may be used Fall 2016, Spring 2017, Summer 2017, Fall 2017, Spring 2018, Summer 2018, Fall 2018 or Spring 2019.

**ARTICLE 15 – CLASS ASSIGNMENT LETTER DATES, CLASS CANCELLATION
FEES & OVERLOADS**

- A. In accordance with Article 11, *Tier System and Stability of Appointments*, Class Assignment Letters shall be issued to Adjunct Faculty members on or before the following dates:

For Fall semester	July 1
For Spring semester	December 1
For Summer sessions	May 1.

Dance instruction contracts and individual instruction contracts, such as site placements, independent studies and applied music lessons, shall be issued separately and shall not be subject to the above deadlines.

- B. If the class specified in a Class Assignment Letter is cancelled after the Assignment Letter has been issued and accepted, the University shall compensate Adjunct Faculty (unit employees) as set forth below, except that the University shall not be liable to pay a class cancellation fee if the Adjunct Faculty member (unit employee) cannot uphold the Class Assignment Letter requirements.

Fees shall be as follows:

- After the date Class Assignment Letters are issued and up until thirty (30) days before the first day of the academic term: 10% of the then-applicable step 1 per unit rate (multiplied by the number of units to be taught in the cancelled course);
- Twenty-nine (29) days to fifteen (15) days before the first day of the academic term or later: 25% of the then-applicable step 1 per unit rate (multiplied by the number of units to be taught in the cancelled course); or
- Fourteen (14) days before the first day of the academic term or later: 50% of the then-applicable step 1 per unit rate (multiplied by the number of units to be taught in the cancelled course) plus pro-rated payment for any days taught prior to course cancellation.

- C. All class cancellation fees are paid within four (4) weeks of the day that the University cancelled the class unless a substitute course has been issued for the same semester.

- E. For each student added to a class taught by an Adjunct Faculty member (unit employee) above the maximum enrollment as established at the time of the Class Assignment Letter on the student information system, the additional wage to the Adjunct Faculty member (unit employee) teaching the class will be \$250.

ARTICLE 16 – ACADEMIC FREEDOM

- A. Academic freedom is essential to ensure that institutions of higher education serve the common good, and not to further the interest of either the individual teacher or the institution as a whole. Academic freedom is crucial for the search for truth and its free exposition and applies to both teaching and research.

Academic freedom in its teaching aspect is fundamental, not only for the advancement of truth but also for the protection of the rights of the Adjunct Faculty (unit employees) in teaching and of the students to freedom in learning. Nevertheless, Adjunct Faculty members shall carefully consider the introduction of controversial matter when teaching if the issue bears no relation to the subject matter they are covering.

- B. Adjunct Faculty (unit employees) are entitled to academic freedom, and when Adjunct Faculty (unit employees) express themselves as individuals, they shall be free from institutional censorship and discipline.

ARTICLE 17 – FACULTY DEVELOPMENT

Adjunct Faculty (unit employees) may perform non-teaching and non-course related work, including producing scholarly work and attending trainings. When the scholarly or artistic work of Adjunct Faculty (unit employees) is publicly displayed, published, or performed, this work enhances the University's reputation, contributes to the discipline, and leads to better teaching to improve the educational experience for the students. Therefore, the University will create an annual fund of \$40,000.00 (which shall not carry over from year to year) to be used to pay for the following work for Adjunct Faculty members who have a current contract under Article 11, *Tier System and Stability of Appointments* for that Academic Year.

A. Merit Awards for Non-Teaching and Non-Course-Related Work (\$10,000.00 of the Fund)

The Adjunct Faculty (unit employees) shall maintain an Adjunct Committee to review and award merit bonuses no larger than \$1,000.00 at the discretion of the Committee for the following exemplary work relevant to the recipient's field:

1. Publication in a peer-reviewed scholarly journal (contributor, author, researcher);
2. Publication in a consumer or business-to-business magazine or newspaper;
3. Authorship or co-authorship of a published textbook or any other book (printed or e-book);
4. Authorship of a section of a published textbook or any other book (printed or e-book);
5. Speaking engagement or presentation at a conference;
6. Theater/dance/concert performance in a public, professional venue;
7. Playwriting, directing, dance choreography, composing, music direction or orchestration work in a public, professional venue; or
8. Media/Art exhibit/show in a public, commercial gallery, museum, or non-profit art space.

B. Faculty Development & Service (\$30,000.00 of the Fund)

1. Attendance at University Faculty Development Activities

Pre-approved attendance at faculty development activities such as retreats, workshops, seminars, symposia, and trainings pertaining to teaching and teaching effectiveness, whether led by University employees or University-hired consultants, will be paid at a rate of \$35/hour, billable in quarter-hour increments, with a two-hour minimum. Attendance shall be approved in advance in writing by the Chair, Dean, or VPAA (or designee). This section does not apply to trainings that are conditions of employment, such as sexual harassment training and other mandatory workplace trainings.

2. Attendance at University Activities

Adjunct Faculty (unit employees) will be paid \$35/hour, billable in quarter-hour increments with a two-hour minimum and a four hour maximum (without prior written approval from their Dean), to attend the following types of meetings and activities sponsored by the University:

- Faculty Forum and all work-related meetings called by department chairs, Deans, or senior administration (Vice Presidents or President), when the Adjunct Faculty member is invited but not required to attend
- Commencement (as participants), State of the University President's speech, Convocation, and the University Scholarly and Creative Works Conference;
- University committee meetings in which Adjunct Faculty (unit employees) are appointed or elected members.

C. Work and Travel on Behalf of the University (not included in the \$40,000.00 Fund)

All group meetings held by Departments, Programs, or Schools that the Adjunct Faculty member is *required* to attend. This work shall be paid \$35/hour, billable in quarter-hour increments, with a two-hour minimum. Excludes performance meetings, grievance-related meetings, new hire orientations, and trainings that are for federal and state compliance purposes.

Participating on behalf of the University at other University programs such as Freshmen Orientation Week and campus fundraisers, where such work has been pre-approved by a Dean or VPAA in writing. This work shall be paid \$35/hour, billable in quarter-hour increments, with a two-hour minimum.

Prior-approved traveling on behalf of the University: Adjunct Faculty (unit employees) will be reimbursed upon submission of receipts and documentation as set forth in the University's Travel Expense Policy. Travel and attendance at off-campus events shall be approved in advance in writing by the Dean or VPAA. Reimbursement requests shall be submitted to the appropriate Dean's office or Academic Affairs and processed through the Office of Business Services and for speed of processing shall include documentation of written preapproval.

ARTICLE 18 – GRIEVANCE AND ARBITRATION

- A. Unless explicitly excluded from this grievance procedure in this Agreement, for the purposes of this Collective Bargaining Agreement, a grievance is defined as any violation of Adjunct Faculty members’ (unit employees’) rights as set forth in this Agreement, including but not limited to a dispute concerning the interpretation, application, misapplication or claimed violation of a specific term or provision of this Agreement.

If a grievance involves allegations that the University has unlawfully discriminated on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status or any other class protected under University policy or applicable law, it will be processed through the procedures of the University. The matter will be investigated per the procedures and the University shall make final determination on whether or not discrimination has occurred and take any necessary action pursuant to Article 6, *Non-Discrimination*. The University’s determination shall be final and non-grievable.

- B. A prompt and efficient method of settling grievances as defined herein is both desirable and necessary. This Article is the sole and exclusive procedure for the resolution of grievances under this Agreement. Moreover, notwithstanding the availability of the formal procedures of this Article, it is agreed that an informal resolution of any dispute is desirable, and the parties agree that such informal resolution shall occur, if possible, by direct discussion among Adjunct Faculty (unit employees), Union representatives and University representatives.

C. General Provisions

1. Any reference to “days” shall mean calendar days, unless otherwise specified.
2. All time limits contained in this Article may be extended by mutual written agreement of the parties.
3. Should the Union submit a request for information in conjunction with a particular grievance, the days falling between the Union’s request and the University’s compliance with that request will not be counted against said grievance’s time limits.
4. If the University fails at any step in these procedures to communicate the decision on the grievance within the specified time limits, the grievant will be permitted to proceed to the next step.
5. A Union representative will be present in all meetings with the Adjunct Faculty member with regards to a grievance filed under this article. A Union steward may be present.
6. Grievances filed by the Union representative as well as grievances pertaining to the discharge or suspension of Adjunct Faculty (unit employees) may be filed initially at Step 2.
7. The filing or pendency of any grievance under the provisions of this section shall not prevent the University from taking the action complained of, subject, however, to the final resolution of the grievance process.

D. Grievance Procedures

Grievances will be processed as follows. Adjunct Faculty (unit employees) and the Union will first make an effort to resolve grievances informally (see Step 1), except that a grievance based upon a suspension or discharge or those initiated by a Union representative may be initiated at Step 2 below.

1. Step 1: Oral/Informal Resolution

- a. An aggrieved Adjunct Faculty member (unit employee) shall present a grievance (not concerning suspension or discharge) orally to the immediate supervisor (department chair, associate dean or program director) within ten (10) days following the act or omission giving rise to the grievance, or within ten (10) days after the date on which the aggrieved Adjunct Faculty member (unit employee) or the Union knew or reasonably should have known of such act or omission, whichever is later. At the time the grievance is initiated, the grievant will identify it as a Step 1 grievance. If the Department Chair's decision is the issue, the Adjunct Faculty member may begin Step 1 with the Dean. If Step 1 begins with the Dean, then Step 2 shall begin with the VPAA (or designee.)
- b. The immediate supervisor shall meet at the same time with the grievant and a Union representative within ten (10) days of receipt of the grievance to discuss the grievance. This meeting is intended to provide an opportunity to resolve the grievance informally.
- c. Regardless of the outcome of this meeting, the immediate supervisor will issue a written decision to the grievant within five (5) days following the date of the meeting.

2. Step 2: Written Grievance

- a. If the grievant or the Union is dissatisfied with the written decision at Step 1, the Union may file a written appeal within fifteen (15) days of issuance of the Step 1 written decision and submit it to the School's Dean.
- b. The written grievance will include the name of the grievant, the date on which the incident or alleged wrong occurred, a description of the incident or alleged wrong giving rise to the grievance, the contract section or right alleged to have been violated and the relief and/or remedy sought.
- c. The Dean (or assigned representative) shall meet at the same time with the grievant and a Union representative within ten (10) days of receipt of the Step 2 appeal to discuss the grievance and the relief and/or remedy sought.
- d. If the grievance is not resolved at this meeting, within ten (10) days after the Step 2 meeting the Dean (or assigned representative) shall write an answer addressing the grievance to approve or deny the relief and/or remedy sought.

3. Suspension and Discharge Grievances

- a. A grievance concerning the suspension or discharge of an Adjunct Faculty member (unit employee) shall be presented at Step 2 to the Vice President for Academic Affairs (VPAA), in writing, within seven (7) days of receipt of notice by the Adjunct Faculty member of suspension or discharge.
- b. The University will notify the Union and the Adjunct Faculty member (unit employee) of the suspension or discharge simultaneously. If simultaneous notice is not possible, the University must notify the Union of the suspension or discharge as soon as is practicable, and the time to file the grievance will run from the date the Union receives the notice.
- c. The VPAA (or assigned representative) shall meet at the same time with the grievant and representative within ten (10) days of receipt of the suspension or discharge grievance.
- d. If the grievance is not resolved at this meeting, within ten (10) days after the meeting the VPAA (or assigned representative) shall write an answer addressing the grievance to approve or deny the relief and/or remedy sought.

4. Mediation

A grievance not resolved at Step 2 may be processed to mediation by mutual agreement of the Union and the University by giving written notice to one another within twenty-one (21) days of the Step 2 response from the University. In such a case, the parties will attempt to agree upon a mediator, but if they cannot do so within twenty-one (21) days of the notice of mediation, they will agree to use the Federal Mediation and Conciliation Service and its procedures. Once appointed, the mediator and the parties shall mutually agree upon a date for mediation and will endeavor to resolve the grievance at that meeting.

5. Arbitration

- a. If the Union is dissatisfied with the written decision at Step 2, within fifteen (15) days the Union may advance the grievance to arbitration. Only the Union (not an individual Adjunct Faculty member) may process a grievance to arbitration.
- b. Within thirty (30) days of the Union informing the University that it is proceeding to arbitration, the Union and the University will select an impartial third party to be Arbitrator. In the event the parties cannot agree on the selection of an impartial third party, they will request a list of Arbitrators from Federal Mediation and Conciliation Service.
- c. Within five (5) days of receipt of the list, the parties will alternately strike names from the list until one name remains. The person whose name remains will be the Arbitrator.
- d. Each party shall bear the expense of preparing and presenting its own case. The costs of the arbitration proceedings, including compensation, fees and expenses of the Arbitrator, and the cost of any hearing transcript, shall be borne equally by the University and the Union. Unless otherwise mutually

agreed, each arbitration hearing shall deal with no more than one (1) grievance.

- e. Subject to the availability of the Arbitrator selected, arbitration will begin within thirty (30) days of notice of proceeding to arbitration unless a delay is agreed upon by both parties.
- f. The Arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement.
- g. The decision of the Arbitrator shall be final and binding on the parties, although each side retains whatever rights it has under state or federal law to challenge the decision and award. The Arbitrator shall have no jurisdiction or authority to issue any award changing, modifying or restricting any action taken by the University on matters committed to the University's discretion under Article 23, *Management Rights*, which are not further abridged by other specific terms of this Agreement. Jurisdiction shall extend solely to claims of violation of specific written provisions of this Agreement and involve only the interpretation and application of the Agreement.
- h. If an Adjunct Faculty member (unit employee) must miss a class because she/he is required to attend an arbitration, there will be no loss of compensation from the University for that faculty member.

ARTICLE 19 – ADJUNCT FACULTY UNION ORIENTATION

- A. The University shall notify the Union of any New Faculty Orientation meetings 30 days prior to the meeting date. This information shall be provided to the SEIU leadership and stewards (whose names have been provided to the University pursuant to Article 4, *SEIU Communications and Access Rights*) by the Office of the Vice President for Academic Affairs.
- B. Pursuant to the provisions of Article 1, *Recognition*, the University shall provide the Union with a full list of new Adjunct Faculty (unit members) at least one (1) week prior to the orientation date.
- C. The Union shall have at least thirty (30) minutes at the end of each New Faculty Orientation to meet with incoming Adjunct Faculty (unit employees) and present Union materials. This portion of the meeting will be for the Union and the Adjunct Faculty, unless the Union chooses to invite others as well.
- D. The University shall provide an appropriate meeting space for the Adjunct Faculty Union Orientation.

ARTICLE 20 – PERFORMANCE EVALUATION

A. Purpose of Evaluations

The purpose of a performance evaluation is to support and ensure excellence in teaching, adhering to high academic and professional standards, and meeting department or program goals. A performance evaluation also serves to protect faculty from potential negative impacts of capricious or biased student course evaluations.

Adjunct Faculty members (unit employees) will not suffer any adverse outcome solely on the basis of student evaluations.

Evaluation of Adjunct Faculty members (unit employees) will be made on the basis of demonstrated excellence in teaching. The Chair or Adjunct Faculty member (unit employee) may use other professional and academic qualifications, contributions to the field, and work of the department, program, School, or University, as relevant and appropriate, for the evaluation.

This evaluation pertains only to teaching assignments and teaching contracts. Adjunct Faculty (unit employees) who have been assigned any administrative responsibilities or also occupy a staff role will be contacted and evaluated separately for those roles. Such evaluation will not impact teaching contracts or teaching performance evaluation.

B. Timing of Evaluations

All Adjunct Faculty (unit employees) may be evaluated once during each contract period, and evaluations must be completed within one academic term.

Department Chairs (or designees) are responsible for ensuring completion of the evaluations of Adjunct Faculty (unit employees) on a timely basis. If the Chair does not complete the evaluation in a timely manner, the evaluation will be deemed satisfactory for that Adjunct Faculty member (unit employee).

This Article does not prevent Chairs (or designees) from conducting reasonable additional observations or personal conferences with Adjunct Faculty (unit employees).

C. Evaluation Procedures

Upon the Chair's request for an evaluation, the Adjunct Faculty member (unit employees) may submit the following optional materials:

- Additional course materials including assignments, exams, or other supporting materials that document the Adjunct Faculty member's (unit employee's) teaching effectiveness and approach to teaching.
- A brief (no more than 750-word) cover narrative.
- Submission of report from peer feedback process, as set forth in Article 12, *Peer Feedback and Support*.

If the Adjunct Faculty member (unit employee) serves in more than one department during the term the evaluation is requested, the Chairs of all the applicable departments will confer to decide who will receive the evaluation materials, coordinate the review, communicate with the Adjunct Faculty member (unit employee), and observe and write the classroom observation and performance evaluation. The other appropriate Chair(s) must also sign off on the evaluation result.

The evaluation materials supplied by the University include the following:

- All student course evaluations within the last three (3) years.
- A completed classroom observation report provided by the Chair (see Article 12, Appendix A for a copy of the blank report). The Chair and the Adjunct Faculty member (unit employee) will together schedule the classroom observation with reasonable advance notice (at least three (3) weeks). Within ten (10) business days of the classroom observation, the Chair will email the results of the classroom observation to the Adjunct Faculty member (unit employee). Within ten (10) business days of sending the observation report, the Chair will meet with the Adjunct Faculty member (unit employee) to discuss the report. Adjunct Faculty may have a Union representative or Union Steward at any such meeting.
- A written performance evaluation that includes the determination of either satisfactory performance or unsatisfactory performance.
- Course syllabi for classes taught that term.

D. Results of Evaluation Process

Within ten (10) business days of the meeting, the Adjunct Faculty member (unit employee) may write a response to the evaluation. Copies of both the Chair's evaluation and the Adjunct Faculty member's (unit employee's) response to it will be placed in the Adjunct Faculty member's (unit employee's) departmental or School file.

If the Adjunct Faculty member (unit employee) receives an evaluation of unsatisfactory, the Chair will provide the Adjunct Faculty member (unit employee) with a performance improvement plan (PIP) that is objective, achievable and measurable (and the information, time and tools for ensuring the improvements are possible to make) before re-evaluation, which will be scheduled for the end of the PIP.

Evaluations are not subject to the Grievance and Arbitration procedure.

E. Concerns Between Reviews

1. If a student, chair, staff or faculty member raises a concern regarding an Adjunct Faculty member's performance to the University, the Chair will notify the Adjunct Faculty member within ten (10) business days, unless unusual or complex circumstances exist.
2. Following discussion of the issue, should documentation of the alleged performance issue be placed in the Adjunct Faculty member's performance evaluation file, the

Adjunct Faculty member will be notified and within ten (10) days mayb submit a response that will be placed in the file.

3. Should student evaluations indicate possible performance issues, the department chair or direct supervisor, or a full-time faculty member designated by the chair, will schedule a meeting with the Adjunct Faculty member to discuss the evaluations and to discuss ways that the Adjunct Faculty member may improve her/his performance.

ARTICLE 21 – NO STRIKE/NO LOCKOUT

The Union agrees that it and its agents shall not in any way, directly or indirectly, authorize or encourage any strike or work stoppage; nor shall any Adjunct Faculty member authorize or encourage any strike or work stoppage. Violations of this Article may be subject to discipline, up to and including immediate termination.

The University agrees that it shall not lock out Adjunct Faculty members (unit employees).

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

ARTICLE 22 – JUST CAUSE, DISCIPLINE, PERSONNEL FILES

Section 22.1 Just Cause, Discipline & Discharge

- A. Discipline and discharge of Adjunct Faculty (unit employees) who are not in probationary status will be for just cause only. Poor performance can constitute just cause. Prior to being discharged for performance issues, a non-probationary Adjunct Faculty member will be reviewed pursuant to Article 20, *Performance Evaluation*.
- B. Any complaint (informal or formal) made against any Adjunct Faculty member involving potential misconduct will be promptly called to the attention of the Adjunct Faculty member if the University reasonably anticipates taking disciplinary or termination action on the basis of that complaint. The purpose of this provision is to ensure that Adjunct Faculty members are notified of concerns in a timely manner.
- C. Subject to this Article, the University may warn, suspend or discharge Adjunct Faculty members without first providing progressive discipline or a performance assessment if the circumstances, particularly those demonstrating serious misconduct, so warrant. The Adjunct Faculty member (unit employee) may grieve discipline or discharge decisions through the provisions of Article 18, *Grievance and Arbitration*.
- D. The University may place an Adjunct Faculty member on a paid administrative leave pending an investigation concerning an allegation of misconduct by the Adjunct Faculty member. Such a paid administrative leave shall not be considered to be disciplinary action that is subject to the just cause standard.
- E. Adjunct Faculty (unit employees) may request that a Union Steward or other representative designated by the Union be present at any meeting the Adjunct Faculty member (unit employee) believes could lead to discipline. Such a request shall not be denied unless it would unreasonably delay the interview.
- F. For the purposes of this Agreement “discharge” means the termination of an Adjunct Faculty member’s appointment prior to the expiration of that appointment or at the end of his/her appointment for reasons pertaining to misconduct or performance. Non-renewals and non-reappointments pertaining to lack of work shall be handled in accordance with Article 11, *Tier System and Stability of Appointments* and shall not require just cause.
- G. For purposes of this Agreement “discipline” shall not include performance evaluations as conducted in accordance with Article 20, *Performance Evaluation*.
- H. The University, in addition to issuing discipline, may also require reasonable remedial measures, when appropriate, with which the Adjunct Faculty member must comply, provided the remedial measures are rehabilitative rather than punitive.

Section 22. Personnel Files

- A. Adjunct Faculty (unit employees) shall have access to the following files:
 - 1. The personnel file maintained by Human Resources; and
 - 2. The performance assessment file maintained by the Adjunct Faculty member's School.

- B. Adjunct Faculty (unit employees) may review their personnel files by appointment with Human Resources or their Dean's Office with ten (10) business-days' written notice and may make copies of any documents contained within the personnel file(s).

- C. Adjunct Faculty (unit employees) have the right to respond in writing to any document that is placed in their files identified in Subsection A of this Article.

ARTICLE 23 – MANAGEMENT RIGHTS

- A. The Union recognizes that the University has the duty and right to manage the University and to direct the workforce. Rights retained by management include all rights normally retained by management except as limited by this Agreement. These include, but are not limited to, the right to do the following:
1. Direct and control the University's operations;
 2. Alter, extend or discontinue existing equipment, facilities, and location of operations;
 3. Establish and administer procedures, policies and rules;
 4. Hire, assign, retain and dismiss non-bargaining unit members;
 5. Establish, plan, direct and control the University's mission, programs, curriculum and modes of delivery, schedule and academic calendar, courses offered, enrollment management, objectives, activities, resources, and priorities; and
 6. Hire, transfer, promote, discipline and discharge employees, subject to the terms of applicable law, this Agreement, and the grievance procedure.
- B. No action taken by the University with respect to a management right shall be subject to the grievance procedures unless the exercise of such right violates a written provision of this Agreement.
- C. Unless addressed by this Agreement, in the event of the exercise of a management right that materially affects the wages, hours or other terms and conditions of employment of three or more Adjunct Faculty (unit employees), the University shall provide the Union with thirty (30) days written notice and meet as soon as feasible to bargain over the *effects* of the decision. The notice period shall be no less than two weeks in the event of a declaration of financial exigency by the Board of Trustees, unless otherwise mutually agreed. The University's failure to provide notice of a change in past practice that materially impacts the Adjunct Faculty member's or members' terms and conditions of employment shall be addressed by Article 18—Grievance & Arbitration.
- D. The University's failure to exercise any management right reserved to it shall not be deemed a waiver of its right to exercise same.

ARTICLE 24 – PROCESSING OF UNEMPLOYMENT INSURANCE CLAIMS

The University agrees that upon the end of an academic term and absent a reasonable assurance of future employment, Adjunct Faculty (unit employees) become immediately eligible to apply for unemployment insurance benefits through California’s Employment Development Department (EDD), subject to a determination of eligibility by the EDD.

The Union and the University agree that, as of 2015, the EDD uses the definition of “reasonable assurance” set forth in the California Superior Court’s decision in *Cervisi et al v. Unemployment Insurance Appeals Board*, as follows:

. . . under the statute, an assignment that is contingent on enrollment, funding or program changes it not ‘reasonable assurance’ of employment.

Upon the end of an academic term, when an eligible bargaining unit employee files an unemployment insurance claim and the University receives written notice from EDD of a “Notice of Unemployment Insurance Claim Filed” (Notice), the University shall reply to EDD in writing, indicating only the date of the expiration of the most recent contract unless there are other material facts that the University is legally required to report. The University’s response shall be mailed within the ten (10) days indicated in the EDD’s written Notice to the University.

Unless otherwise legally required, in its written reply to EDD, the University shall include that no Section II (Reporting Facts) apply that would otherwise deny the employee the right to EDD unemployment insurance benefits from the University’s reserve account, subject to a determination of eligibility by EDD.

ARTICLE 25 – HEALTH & WELFARE

A. Health Benefits: Medical, Dental, Vision; and Life Insurance

Adjunct Faculty (unit employees) teaching 18 or more units per Academic Year are eligible to participate in the above health benefit plans, consistent with the terms of the plan. Eligibility is calculated using the Affordable Care Act qualifying period used by the University for all participants.

Adjunct Faculty (unit employees) serving as Term Adjuncts in 2015-2016 will maintain their health benefits for Academic Year 2016-2017. Adjunct Faculty (unit employees) serving as Term Adjuncts in 2015-2016 will maintain health benefits for Academic Year 2017-2018, provided they continue to teach 15 or more units in 2017-2018.

In order to address emergency expenditures pertaining to health care, the University will create a fund of \$10,000 in year 1 of this Agreement, \$20,000 in year 2, and \$30,000 in year 3, said funds to be deposited and available on July 1, 2017, July 1, 2018 and July 1, 2019, respectively, for expenses incurred prior to that date. Adjunct Faculty members shall be eligible to apply for reimbursement for unexpected health care expenditures (not including premiums) if they do not participate in Dominican's health care plan, another employer-sponsored health care plan, Medicaid or Medicare (federal or state), or their spouse/domestic partner or other household member's health care plan. The elected Union representatives shall be responsible for administering this fund, including determining eligibility and amounts to be reimbursed. Unused funds shall not roll over to the next fiscal year.

B. Leaves of Absence

Adjunct Faculty (unit employees) on a leave of absence provided by applicable law will not have such leave affect their average minimum course load calculation in the Tier System.

C. Sick Leave

Adjunct Faculty (unit employees) will accrue paid sick leave in accordance with the California Sick Leave Act.

ARTICLE 26 – SEIU REPRESENTATIVES

The University shall provide an annual bank of 300 hours, payable at \$35 per hour, that may be used by designated Union stewards, Union representatives on the Labor Management Committee, Union leaders for duties related to the University's Adjunct Faculty members. These individuals shall submit requests for reimbursement to Human Resources, after obtaining the current Union staff representative signature, in a manner consistent with payroll's hourly tracking system then in effect. In order to manage the University's overtime obligations, the parties agree that these duties shall not cause the Adjunct Faculty member to work in excess of 8 hours per day or 40 hours per week without advance written consent of the University; said consent not to be unreasonably withheld. Any overtime payments shall be deducted from the annual bank of hours at the overtime rate.

The bank of hours shall be created, and the total available hours under this Agreement shall be available on July 1, 2016. Should Adjunct Faculty members feel there is not a sufficient number of hours in the fiscal year to cover steward duties, upon approval from the Union, stewards may pull hours from the next fiscal year. The total number of hours dedicated to duties over the course of this Agreement shall not exceed 900 hours. At the conclusion of this Agreement any unused hours shall expire.

In the final year of the Agreement, the University will pay the elected Union bargaining team members for bargaining preparation and bargaining at the same rate that stewards are paid. These payments shall be made from the above-referenced bank of hours remaining, if any. Union bargaining team members shall submit requests for reimbursement to Human Resources, after obtaining the current Union staff representative signature, in a manner consistent with payroll's hourly tracking system then in effect.

