

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**MILLS COLLEGE**

**and**

**THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021**

**March 18, 2016 through June 30, 2019**

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## **PREAMBLE**

This agreement is entered into by and between Mills College (the “College”) 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 faculty members in the bargaining unit.

The Union and the College value and respect the role of the faculty 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 the College’s students.

The nature of our relationship is reflected in our on-going 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 College 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 "unit member" or "bargaining unit faculty member" will mean all full-time and part-time non-tenured/non-tenure track faculty members in the following classifications for Academic Year 2015-2016: Artist in Residence, Scholar in Residence, Writer in Residence, Professor of Practice, Assistant Professor of Practice, Associate Professor of Practice, Instructor (not Individual Lesson Instructor), Lecturer, Visiting Artist, Visiting Assistant Professor, Visiting Associate Professor, Visiting Professor, and Visiting Writer.

The term "bargaining unit faculty member" shall only include those unit members who previously held the above classifications, who, at the discretion of their department chair and as appropriate for their position, shall now hold the titles of:

- (i) Assistant Adjunct Professor;
- (ii) Associate Adjunct Professor;
- (iii) Adjunct Professor;
- (iv) Assistant Professor of Practice;
- (v) Associate Professor of Practice;
- (vi) Professor of Practice;
- (vii) Visiting Artist or Visiting Writer (for those whose appointments do not exceed two years; Dance & Theatre, English, Music, Studio Art);
- (viii) Artist or Writer in Residence (Dance & Theatre, English, Music, Studio Art).

These designations shall be used for the letters of appointment issued after the ratification of this Agreement.

Bargaining unit faculty members who hold other non-bargaining unit titles cannot be excluded from the unit on the basis of those titles alone.

Should any new bargaining unit faculty titles, designations, or classifications be added, the College must meet and confer with the Union to determine if these positions will be part of the unit.

Primarily endowed positions and any primarily grant-funded positions are excluded from the unit, regardless of the title used for these positions.

#### (B) Bargaining Unit Information:

No later than September 15 and February 15 of each year for the Fall and Spring semesters respectively, the College will provide to the Union a list of the unit members who meet the definition of employee under Subsection (A) of this Section 1.2, with the understanding that this list may be subject to change.

The College will subsequently provide an updated list to the Union that includes:

- (i) Each employee's name;
- (ii) Employee id number;
- (iii) The nature of the appointment and the general responsibilities including both teaching and any College-assigned service (this information may be shared by providing copies of contracts);
- (iv) College email address;
- (v) Primary phone number;
- (vi) Home address; and
- (vii) The semester the employee first taught at the College.

If any bargaining unit faculty members are teaching in the Summer or January term, then the College shall provide this information to the Union at least two weeks prior to the commencement of the term.

By this same date, the College will also provide to the Union a copy of all bargaining unit faculty members' contracts. The College will notify the Union within two weeks of any material changes to any bargaining unit faculty member's contracts.

By August 31, the College also will provide to the Union an annual list of bargaining unit faculty participating in the College's health, dental, and retirement benefits programs.

All information will be provided electronically to the extent practicable.

## ARTICLE 2 – DEFINITIONS

### Section 2.1 – Management/Administrator

The term "Management/Administrator" as used in this Agreement refers to an employee serving in a management or supervisory position as defined and understood under the National Labor Relations Act.

### Section 2.2 – Agreement

The term "Agreement" as used in this Agreement means Articles 1 - Article 25.

### Section 2.3 – Bargaining Unit

The term "bargaining unit" as used in this Agreement refers to the bargaining unit defined in Article 1 –*Recognition*.

### Section 2.4 – Calendar Year

The term "calendar year" as used in this Agreement refers to the period of time from January 1 through December 31.

### Section 2.5 – Campus

The term "campus" as used in this Agreement refers Mills College, located at Mills College, 5000 MacArthur Blvd, Oakland, CA 94613.

### Section 2.6 – SEIU

The term "SEIU" as used in this Agreement refers to the Service Employee International Union, Local 1021, CTW, CLC or the exclusive representative of the Union.

### Section 2.7 – SEIU Representative

The term "SEIU representative" as used in this Agreement refers to any bargaining unit faculty members, officers, and staff who have been officially designated in writing as SEIU representatives.

### Section 2.8 – Day

The term "day" as used in this Agreement refers to a calendar day.

### Section 2.9 – Workday

The term "workday" as used in this Agreement refers to a day that the unit member works.

### ARTICLE 3 –UNION SECURITY AND CHECK-OFF

- (A) Except as provided below, all individuals employed by the College and covered by this Agreement and 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 initial pay period as a bargaining unit faculty member covered by this Agreement or after the ratification of this Agreement, whichever is later, an agency fee (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 a charitable organization selected from a list approved by the College and the Union, may be made by all bargaining unit faculty members via the check-off procedure provided by this Article. It is agreed that the College 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 College harmless from any claims, actions, or proceedings by a bargaining unit faculty member arising from the College's actions in accordance with this Article.
- (C) Each payday, the College shall, during the term of this Agreement, deduct from a bargaining unit faculty member's compensation a sum of dues or fees owed to the Union for the pay period covered by that paycheck and authorized under federal labor law, provided the bargaining unit faculty member has furnished the College a written assignment executed in accordance with the law. The Union will provide the College a suitable form for the authorization of this payroll deduction and as to new bargaining unit faculty members; the College will include that form with his/her appointment letter.
- (D) The College 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 4 – 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 National Labor Relations Board, 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 5 – SEIU RIGHTS

- (A) Upon request by SEIU, the College shall provide, at no cost, adequate facilities to conduct business of the SEIU bargaining unit faculty members. This use shall be consistent with the College's room reservation procedures. The College reserves the right to limit the use of the facilities.
- (B) Bargaining unit faculty mailboxes may be utilized by SEIU for purposes of SEIU communication to bargaining unit faculty members.
- (C) SEIU staff and bargaining unit faculty members may utilize the Mills College email system for purposes of SEIU communication to bargaining unit faculty members.
- (D) SEIU shall have the use of a designated bulletin board for the posting of SEIU material. Such bulletin board shall be visible and accessible to bargaining unit faculty, and in an area frequented by bargaining unit faculty. Flyers for Union events and activities may also be posted where other campus flyers are regularly posted in accordance with the College's posting policy then in effect.
- (E) The SEIU stewards shall officially represent SEIU on the campus. The name of the SEIU stewards shall be provided to the Provost or designee by September 15th and February 15th of each year.
- (F) The College shall provide an annual bank of 300 hours, payable at \$25.00 per hour, that may be used by designated Union stewards for steward duties related to the College's bargaining unit faculty members. Stewards 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 College's overtime obligations, the parties agree that steward duties shall not cause the steward to work in excess of 8 hours per day or 40 hours per week without advance written consent of the College; said consent not to be unreasonably withheld. Any overtime payments shall be deducted from the annual bank of hours at the overtime rate. This bank shall run concurrent with the College's fiscal year and hours left unused after each fiscal year will roll over to the next fiscal year.

The bank of hours shall be created and the total available hours under this Agreement shall be deposited by the College upon the effective date of this Agreement. Should bargaining unit faculty members feel there are 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 steward duties over the course of this Agreement shall not exceed 900 hours. If at the end of this Agreement, there is a surplus of paid steward hours, those hours will not roll over to the next contract.

In the third year of the contract, the College 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, of which 120 will be reserved for this purpose by the Union. 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. In order to manage the College's overtime obligations, the parties agree that bargaining team duties shall not cause the bargaining team members to work in excess of 8 hours per day or 40 hours

per week without advance written consent of the College; said consent not to be unreasonably withheld. Any overtime payments shall be deducted from the annual bank of hours at the overtime rate.

## ARTICLE 6 – UNION LEAVE AND ACTIVITIES

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

- (A) Upon the request of the SEIU, the College 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 leave, the bargaining unit faculty member shall be compensated by the Union, not by the College. While on a Union leave of absence, the bargaining unit faculty member shall be eligible to participate in the College's health, vision, dental, retirement and long-term care benefits if the bargaining faculty member pays the benefits premium and the plan allows for participation while on an unpaid leave of absence. During this leave, the bargaining unit faculty member shall be eligible for the following other College benefits, consistent with the College's policy and practice then in effect for all employees on a personal leave of absence:
- Fitness center and library access;
  - Parking pass (paid for by the bargaining unit faculty member); and
  - Eligibility for tuition remission and tuition exchange consistent with the policy applicable to all employees.
- (B) Bargaining unit faculty who are on Union leave shall have the right to return to his/her former position upon expiration of the leave, provided that courses are available. The same policies pertaining to enrollment minimums and program need shall apply when determining whether courses are available upon the bargaining unit faculty member's return. Any bargaining unit faculty member who covers a course while another bargaining unit faculty member is on a 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 bargaining unit faculty member's continuous service for the purpose of compensation category and benefits.
- (C) A bargaining unit faculty member shall not suffer unlawful retaliation as a result of participating in SEIU activities.

## **ARTICLE 7 – NON-DISCRIMINATION**

The College shall not discriminate against any bargaining unit faculty members regarding employment practices, compensation, or promotional or educational opportunities on the basis of race, color, marital status, age, religious creed, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, disability, veteran status, pregnancy, or medical conditions.

The College further prohibits harassment based on any of these categories.

The College also prohibits retaliation for reporting harassment or discrimination based on any of these categories.

It is Mills policy to provide reasonable job accommodations to employees with disabilities who can perform essential functions of jobs for which they are otherwise qualified.

## ARTICLE 8 – LABOR MANAGEMENT COMMITTEE

- (A) The College and the Union are committed to an on-going cooperative relationship which fosters effective on-going communication and addresses issues and concerns with recommendations that are in the best interest of the parties. To that end, the parties agree to the creation of a joint labor-management committee.
- (B) The Committee shall consist of not more than three (3) representatives designated by the Union and not more than three (3) representatives designated by the Administration, including someone from Academic Affairs with decision-making authority. Apart from that person, the parties will designate their own representatives to the Committee, including one designee as co-chair. If agreed to by both parties in advance of the meeting, more than three (3) representatives of one or both parties may attend a meeting as subject matter experts. However, only the three (3) regularly designated representatives shall have voting rights.
- (C) The Committee may consider and make recommendations on matters of general importance to the Union and the College including but not limited to: general working conditions, training, facilities and resources available to bargaining unit faculty members. The Committee shall also negotiate to conclusion (which may include impasse), matters and policies affecting the terms and conditions of employment of bargaining unit faculty members.
- (D) The Committee shall meet six (6) times per calendar year at mutually acceptable dates and times. Additional meetings may be called by either Union or College representatives by mutual agreement. Designated representatives of the Union and the College will suggest agenda items one (1) week prior to each meeting. Each party must designate semester representatives no later than the start of the Fall and Spring semesters. Should a meeting occur during the January or Summer term, the Fall representatives shall attend the January term meeting(s) and the Spring representatives shall attend the Summer term meeting(s).

## **ARTICLE 9 – HEALTH AND SAFETY**

The College and the Union are committed to providing a safe working environment for all members.

## **ARTICLE 10 – LENGTH OF AGREEMENT**

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

It shall continue from year to year thereafter unless written notice to terminate this Agreement is served by either party upon the other and such notice is received 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.

If notice of termination is given as provided for, negotiations for a new Agreement shall begin within thirty (30) calendar days of the receipt of such notice.

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

## **ARTICLE 11 – SCOPE OF AGREEMENT**

Management and the Union acknowledge and agree that during the negotiations that resulted 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 NLRA imposes an obligation to bargain, and that all understandings and agreements arrived at between Management 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 12 – EMPLOYEE ORIENTATION

- (A) The Office of the Provost shall schedule employee orientations for new bargaining unit faculty members on a per semester basis, provided that the new members were hired in the current semester. The Union president or his/her designee shall be available to present Union materials at a session to be offered immediately following the orientation administered by the Office of the Provost.
- (B) For those bargaining unit faculty members who are unable to attend the orientation administered by the Office of the Provost, the Union president or his/her designee shall have the option to be available to present Union materials at a session to be offered in conjunction with the individual orientations conducted by the Office of Human Resources.
- (C) If for some reason the Union president and his/her designee is unable to be present at either orientation, Office of Human Resources shall give the new bargaining unit faculty member a folder of Union orientation materials (which the Union will provide).
- (D) The Office of the Provost and/or Human Resources shall provide new unit members a copy of this Agreement. The College and SEIU shall also post on their websites an official version of this Agreement.

## ARTICLE 13 – ACADEMIC FREEDOM

Academic freedom applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

### Section 13.1 – Academic Freedom

- (A) Bargaining unit faculty members are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
- (B) Bargaining unit faculty members are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.
- (C) Bargaining unit faculty members are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

## ARTICLE 14 – FACULTY STABILITY, APPOINTMENTS & ASSIGNMENTS

### Section 14.1 – General Provisions

The College shall, in letter and spirit, make every effort to hire into the bargaining unit the most qualified faculty members, invest in their development, and retain them.

### Section 14.2 – Letters of Appointment

#### (A) Fall Semester and Academic Year Appointments

Letters of appointment or reappointment shall be issued to bargaining unit faculty members by July 15 for courses being offered in fall semester of the next academic year and to bargaining unit faculty members teaching in fall and spring for both fall and spring semesters of the next academic year.

#### (B) January Term & Spring Semester Appointments

Letters of appointment shall be issued to bargaining unit faculty members by November 20 for courses being offered in January term of the current academic year and spring semester of the current academic year.

#### (C) Summer Term Appointments

Letters of appointment will be issued by April 30 for the summer term of the current academic year.

#### (D) Assignment of Courses after Notification Deadlines

If a new course or new section of a course or an opening becomes available after the above deadlines have passed, then the College may offer that course to a bargaining unit faculty member (existing or new) without violating this provision. Letters of Appointment shall be amended to reflect any changes. In addition, the College may hire a bargaining unit faculty member for a limited duration in order to cover a sabbatical, a medical or personal leave of absence or other short-term substitution.

#### (E) Notification of non-renewal or modification of contract.

Bargaining unit faculty members under reappointment contracts as set forth in Article 19 - *Compensation and Length of Appointments* must be notified by April 15 of each academic year if their contract is to be modified, reduced, or not to be renewed in its entirety in the following Academic Year. If additional courses become available after the notice of non-renewal become available, then the College will contact the bargaining unit faculty member.

### Section 14.3 – Notice of Appointments

When the College appoints or reappoints bargaining unit faculty members, they shall be informed in writing of:

1. The title of the position;

2. The per course credit (in Mills credits and/or semester hours);
3. The total salary;
4. The name of the employing department(s) or program(s);
5. The period(s) for which the appointment is effective;
6. Total FTE of the appointment and total hours of work of the appointment for Affordable Care Act calculations;
7. The nature of the appointment and the general responsibilities, including both teaching and any service, as assigned by Divisional or School Deans or program heads;
8. The name of the department chair, program head or other person to whom the bargaining unit faculty member reports; and
9. The name and contact information of the Union staff representative.

#### Section 14.4 – Initial Period of Appointment For New Hires

The initial academic appointment for new bargaining unit faculty shall be for a period of no less than one semester, unless it is for a limited duration in order to cover a sabbatical, a medical or personal leave of absence or other short-term substitution.

A bargaining unit faculty member shall have an initial probationary period for her or his first five (5) courses at the College. During this time, the bargaining unit faculty member's employment may be renewed on a term or Academic Year basis at the discretion of the College.

#### Section 14.5 – Initial Reappointment For Existing Faculty Upon Ratification

- (A) Upon ratification of this contract and until the issuance of Academic Year 2016-2017 Letter of Appointment, all bargaining unit faculty members shall continue to be employed under the terms of their current contracts.
- (B) Upon ratification, reappointment for Academic Year 2016-17 for existing bargaining unit faculty shall be in accordance with the tier system set forth in Article 19 - *Compensation and Length of Appointments*.

Reappointments made under the foregoing Section 14.4 and Section 14.5 shall be based on enrollment and program needs. If courses are not available once a reappointment has been made pursuant to Section 14.2, the bargaining unit faculty member shall be entitled to sufficient notice of cancellation or a cancellation fee, as set forth below.

#### Section 14.6 – Subsequent Reappointments

- (A) When the College is considering bargaining unit faculty for reappointment, the following factors shall be considered by the College:
  - (i) An assessment of their performance (see Article 22 - *Performance Assessment*).

- (ii) The need to offer the course(s), including the enrollment history and the necessity of the course given curricular purposes of the department.
- (B) Assuming satisfactory performance assessment, the titles, compensation and length for reappointment for bargaining unit faculty members shall be assigned in accordance with the tier system set forth in Article 19 - *Compensation and Length of Appointments*.
- (C) If courses are not available once an appointment has been made, the bargaining unit faculty member shall be entitled to sufficient notice of cancellation or a cancellation fee, as set forth in Section 14.8 - *Course Cancellations*.
- (D) The College will provide letters of appointment to the Union no later than five (5) business days after they have been provided to the bargaining unit faculty member.

Section 14.7 – Assignment of Courses During One Year And Multi-Year Appointments

- (A) Letters of Appointment will identify specific course assignments for both the fall and spring semester whenever possible.
- (B) For appointments that exceed one term, the Letter of Appointment will identify the expected number of courses per year to the extent possible, but not necessarily specific course assignments past the first year. Department Chairs and/or Program Heads may discuss specific course assignments with the bargaining unit faculty member during the usual staffing period and will inform them of their final course assignments by email after staffing for each semester is complete.
- (C) For appointments that exceed one term, should a bargaining unit faculty member's assigned course be cancelled, a reasonable attempt shall be made to assign a substitute course. If one cannot be assigned within the same academic year, then the bargaining unit faculty member shall be entitled to a cancellation fee as set forth below.
- (D) The College will endeavor to assign courses based on seniority in the unit, previous course history and average course load for the previous four semesters. In a case where the College can demonstrate that a less senior bargaining unit member possesses a significantly better understanding of the course material (specific degrees, course history at other colleges, etc.), a course may be assigned regardless of seniority, previous course history and average course load for the previous four semesters.

Section 14.8 – Cancellation of Courses for Per Course and Salaried Unit Members

For categories I-IV: courses cancelled after the dates outlined below will result in a \$500 fee. The College has until the completion of that academic year to offer a replacement course to avoid the course cancellation fee.

For categories III & IV: courses cancelled after the April 15th notice date will be entitled to a \$500 course cancellation fee. The College has until the completion of the academic year in which the courses were to be taught to offer a replacement course to avoid the course cancellation fee.

Fall Term: Cancellations after July 15 for the next Fall term trigger a cancellation fee unless a substitute course is received.

Spring Term: Cancellations after November 20 for the next Spring term trigger a cancellation fee unless a substitute course is received.

Summer Term: Cancellations after April 30 for the next Summer term trigger a cancellation fee unless a substitute course is received.

#### For Additional Courses Offered Immediately Prior to Commencement of the Term

If a bargaining unit faculty member accepts a new course or a new section of a course after the Letters of Appointment have been issued and within the 30 day period prior to the start of instruction and the course is cancelled by the College *after the first day of instruction* for that course, the unit member will receive a stipend (gross amount of \$500, less any wages already paid and any withholdings) provided that the unit member is not given a substitute course prior to the conclusion of the Add/Drop period for that term. No other cancellation fees shall apply.

#### Section 14.9 – Other Provisions

- The College will not engage in unlawfully retaliatory activities that preclude the reappointment of bargaining unit faculty members.
- When making a reappointment decision, the College will not replace an individual bargaining unit faculty member with a lower paid bargaining unit faculty member solely to reduce salary cost.
- Letters of Appointment set forth the minimum course load a bargaining unit faculty member can anticipate receiving for the specified time period. More or fewer courses may be accepted by the bargaining unit faculty member if offered.

#### Section 14.10 – Notifications during the term of a contract

The College will notify the Union of certain material changes in contract terms while the contract is in effect: course cancellations, and/or other changes in duties including compensated service assigned by a Divisional Dean or Program Head; office assignment, access to teaching assistants; and any other changes to the bargaining unit faculty member's working conditions.

The College may offer additional courses and/or other duties including service and may discuss such changes directly with bargaining unit faculty members, provided such changes and duties are set forth in the bargaining unit faculty member's letter of appointment or an amendment thereto.

## ARTICLE 15 – ROLE IN INSTITUTIONAL SERVICE

### Section 15.1 – Purpose of Service and Involvement

Bargaining unit faculty members contribute to the College’s commitment to shaping and enriching students and society. The parties are committed to continued meaningful involvement for bargaining unit faculty members that will enrich both the campus community and students.

### Section 15.2 – Types of Services

For the purposes of this Agreement, service includes, but is not limited to the following types of activities:

1. Serving on College committees.
2. Formal academic advising for students regarding program or degree-completion when assigned. For the purposes of this paragraph, advising does not include advising that occurs incident to a course, such as during office hours, and informal academic advising on program or degree-completion requirements.
3. Advising student organizations as directed or approved by a Dean or Provost or his or her designee.
4. Department or program assessment as directed or approved by a Dean or Provost or his or her designee.
5. Current compensation for service shall be in accordance with Article 19.1(C) of this Agreement.

### Section 15.3 – Participation in Meetings

#### (A) Departmental Meetings

Bargaining unit faculty members are welcome to attend their Departmental meetings and to contribute to the intellectual life of the College.

#### (B) Divisional Meetings

Bargaining unit faculty members are welcome to attend Divisional meetings. Only voting members of the faculty may vote at Division meetings.

#### (C) Faculty Meetings

Bargaining unit faculty members are welcome to attend full meetings of the Faculty. Only voting members of the faculty may vote at faculty meetings.

### Section 15.4 – Voting Rights

Current voting eligibility for bargaining unit faculty shall be determined by the Faculty Executive Committee, as stated in the faculty handbook, which currently provides as follows: “All faculty who

teach at least three course credits and have done so for at least three years.” Should there be a change to voting eligibility requirements in the handbook that would exclude bargaining unit faculty members, the College will bargain with the Union regarding the impact of the exclusion on the bargaining unit faculty members.



## ARTICLE 16 – HEALTH AND WELFARE BENEFITS

### Section 16.1 – Health Benefits

Bargaining unit faculty members who work 0.5 FTE or more within an Academic Year shall be eligible to participate in medical, vision, dental, and long-term disability benefits at the rate of coverage available to other fully-covered employees of the College during the Academic Year, provided they meet the definition of eligibility under the plan (0.5 FTE and active employment) and consistent with the rules established by the Affordable Care Act. Unless a change is required by law, any changes in coverage must be negotiated with SEIU Local 1021. Coverage during non-working times (such as the summer) will be determined in accordance with the ACA and the terms of the plan.

### Section 16.2 – Retirement Benefits

Bargaining unit faculty members shall be eligible for enrollment in the College's retirement plan if the bargaining unit faculty member satisfies the eligibility requirements required by the plan.

### Section 16.3 – Jury Duty

Jury duty up to a maximum of five days per calendar year without a deduction from pay is granted to any bargaining unit faculty member who is called to serve on a jury. If additional jury duty leave is required, leave shall be granted without pay. The Chief Human Resources Officers will determine the appropriate deduction from pay based on the bargaining unit member's FTE and rate of pay. It is the bargaining unit faculty member's responsibility to submit documentation regarding the amount of jury duty compensation for the purposes of calculating the offset. The bargaining unit faculty member may keep the fees received for travel. Reimbursements may be handled through Employee Services.

### Section 16.4 – Pregnancy & Paternal Leave

A bargaining unit faculty member is eligible for leave for the period prior to, during, and after childbirth or adoption in accordance with the provisions of federal, state and local law, including the California Pregnancy Disability Leave Act and the California Family Rights Act. If leave is taken for a semester or more under federal, state or local law, that semester shall not be included for the purposes of calculating a bargaining unit faculty member's course average.

### Section 16.5 – Family Medical Leave

Bargaining unit faculty shall be eligible for job protection rights under the Family and Medical Leave Act, provided they meet the requirements of that Act.

### Section 16.6 – Bereavement

In coordination with a bargaining unit faculty member's supervisor, up to a maximum of five consecutive days in one calendar year, may be granted to a bargaining unit faculty member without a deduction from pay in the event of a death in the immediate family. For the purposes of this provision, the immediate family includes the spouse or domestic partner of the bargaining unit faculty member, as well as her/his parents, siblings, grandparents, and children.

### Section 16.7 – Tuition Remission

Bargaining unit faculty members will be eligible for the same tuition remission benefits as other employees of the College in accordance with the College's policy then in effect.

Section 16.8 – Sick Leave

Bargaining unit faculty members shall be entitled to accrue and use sick leave in accordance with the College's sick leave policy for bargaining unit faculty members.

**ARTICLE 17 – BARGAINING UNIT FACULTY MEMBER DEVELOPMENT**

Section 17.1 – Bargaining Unit Faculty Development Grant Fund

The College provides funds to promote all aspects of professional development including creative activity, scholarly research, and travel for professional reasons. The Faculty Development Committee shall review all applications from eligible bargaining unit faculty members for such funds and make award decisions, which shall be then administered by the Provost's office. Bargaining unit members who are voting faculty members (as defined by Article 15 - *Role in Institutional Service*) with a reasonable expectation of return are eligible.

Section 17.2 – Course Development Grants

Bargaining unit faculty members who are voting members (as defined by Article 15 - *Role in Institutional Service*) of the faculty are eligible to apply for course development grants per the guidelines published by the Provost's office.

Section 17.3 – On-Campus Development Opportunities

Bargaining unit faculty members are welcome to participate in any on campus development opportunities, including workshops on pedagogy, writing groups and faculty learning communities.

## **ARTICLE 18 – GRIEVANCE AND ARBITRATION**

### **Section 18.1 – Definition of a Grievance**

A grievance is defined as an allegation by a bargaining unit faculty member, group of bargaining unit faculty members, Union staff, or the College that there has been a breach, misinterpretation, or misapplication of the terms of this Agreement. Grievances filed by Union staff, as well as grievances pertaining to the discharge or non-renewal of an appointment of a bargaining unit faculty member shall be filed initially at the Written Step (Step 2). Class assignment and cancellation decisions are not grievable past Step 2 unless they result in discharge or non-renewal. If the cancellation fee has been paid, the decision is not grievable.

If a grievance involves allegations that the College has discriminated on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status (special disabled veterans, disabled veterans and Vietnam-era veterans), or any other class protected under College policy or applicable law, it will be processed through the procedures of the College then in effect and is not subject to the Grievance and Arbitration procedure.

### **Section 18.2 – General Provisions**

A prompt and efficient method of settling grievances, as herein defined, is both desirable and necessary. This 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. The parties agree that such informal resolution shall occur, if possible, by direct discussion between the Union and the College.

Any reference to “days” shall mean calendar days, unless otherwise specified.

The filing or pendency of any grievance under the provisions of this section shall not prevent the College from taking the action complained of, subject however, to the final decision on the grievance by the arbitrator.

All time limits contained in this Article may be extended by mutual agreement of the parties.

Should the Union submit a request for information pertinent to a particular grievance, the days falling between the Union’s request and the College’s compliance with that request shall not be counted against said grievance’s time limits. The College will have two weeks to comply with the information request. This timeline can be extended by mutual agreement.

If the Grievance Review Committee discussed in Section 18.3 of this Article, or the Provost or their explicitly authorized designee 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.

If the grievant fails at any step of these procedures to appeal a grievance to the next step within the specified time limits, the grievance will be deemed settled in accordance with the decision rendered at that step.

A Union representative will be permitted to be present in all proceedings where a bargaining unit faculty member is required to be present with regards to a grievance filed under this article.

### Section 18.3 – Grievance Procedures

#### (A) Step 1: Oral/Informal Resolution

##### 1. General Grievances

A bargaining unit faculty member having a dispute concerning the interpretation or application of a specific term or provision of this Agreement may, within ten (10) days following the act or omission giving rise thereto, or the date on which the member knew or reasonably should have known of such act or omission, whichever is later, file a grievance by presenting the grievance orally to their Department Chair or Program Head or explicitly authorized designee. At the time the grievance is filed, the grievant shall identify it “as a Step One Grievance” or words to that effect, mentioning “grievance.” This meeting is intended to provide an opportunity to resolve the grievance informally. Regardless of the outcome of this meeting, the Department Chair or Program Head or explicitly authorized designee shall issue a written decision to the grievant within ten (10) days following the date the grievance is filed at the Oral Step (Step 1) in which the Department Chair or Program Head or explicitly authorized designee communicates the position of the Department Chair/Program Head or explicitly authorized designee and the resolution.

A grievance that is not resolved at the Oral Step (Step 1), shall be reduced to writing and submitted to the Division or School Dean or their explicitly authorized designee and copied to the Union by the employee or a Union representative as set forth below.

##### 2. Grievances Concerning Discharges and Non-Renewals of Appointments

In the event the grievance concerns the discharge or non-renewal of a faculty member’s appointment, the Oral Step (Step 1) shall be omitted and the grievance must be presented in writing to Division or School Dean or their explicitly authorized designee and copied to the Union within seven (7) days following the discharge or non-renewal or the grievance will not be considered. In the case of a discharge or non-renewal, the Union must receive notice simultaneously with notice given to the employee. In circumstances in which such simultaneous notice is not possible, the College must notify the Union of the discharge or non-renewal as soon as is practicable.

#### (B) Step 2: Written

If the grievance is not resolved at Step 1, the Faculty member may request that the Union appeal the grievance to Step 2. If the Union deems the grievance to be meritorious, it may file the Step 2 grievance with the Division or School Dean or their explicitly authorized designee within fourteen (14) days of receipt of the Step 1 response, or within fourteen (14) days of the deadline for the Step 1 response, if none was received. In order to file a written grievance, the Grievant must include the alleged wrong, the agent against whom it is directed, the date on which it occurred or was discovered, and the relief and/or remedy sought.

If the grievance is filed within the time limits, the Division or School Dean or their explicitly authorized designee shall conduct a meeting with the faculty member and their Union representative within fourteen (14) days from receipt of the Step 2 grievance for the purpose of attempting to resolve the

grievance. If the grievance is not resolved at this meeting, the Division or School Dean or their explicitly authorized designee shall respond to the Union in writing within fourteen (14) days of the meeting.

If the Division or School Dean or their explicitly authorized designee fails to respond within fourteen (14) days of the meeting, the grievance may proceed to Step 3.

(C) Step 3: Grievance Review Committee

The Grievance Review Committee will consist of three bargaining unit faculty representing at least two different departments and two divisions. Each committee member will serve a term of one academic semester. The committee members will be established in the following manner:

- At the beginning of the academic year, one bargaining unit faculty member will be chosen by the Union and one will be chosen by the Provost and Dean of the Faculty or their explicitly authorized designee.
- These two individuals will choose the third member.
- Committee members will elect a Chair from amongst themselves.

Vacancies will be filled according to the guidelines set forth above (if, for example, a committee member chosen by the Union left the College, the Union would select that individual's replacement on the committee).

At the beginning of the semester, the committee will designate a once a month session for no less than three (3) hours that the committee will meet that semester. If there are no Step 3 grievances to hear during that period, the committee may elect to cancel the monthly meeting.

Grievance Review Committee Procedures

If a grievance has not been satisfactorily resolved at the Written Step 2, the current Union staff representative may, within seven (7) days of receiving a decision from the Division or School Dean or their explicitly authorized designee, request that the written grievance be forwarded to the Grievance Review Committee. Upon receiving such request, the Division or School Dean or their explicitly authorized designee shall forward the grievance to the Grievance Review Committee within seven (7) days.

The Grievance Review Committee will consider written grievances, supporting evidence, and any additional information or materials that the Grievance Review Committee deems relevant to the case. The respondents for the College will be the Provost or their explicitly authorized designee and/or the Office of Human Resources, depending on the nature of the issue.

The Grievance Review Committee will present an initial recommended resolution of the grievance in writing to all bargaining unit faculty directly involved in the grievance, the Union, and the Division or School Dean or their explicitly authorized designee within thirty (30) days after receipt of the grievance by the Committee. The resolution can be accepted by all parties or rejected by any party. Rejection or acceptance by each party will be communicated to the Grievance Review Committee in writing within ten (10) days after receipt of the recommended resolution. A written rejection should specify reasons and may include suggested alternative solutions.

Within thirty (30) days after receiving the written responses to the initial recommended resolution, the Grievance Review Committee will recommend a final resolution to the Provost or their explicitly authorized designee who will meet with the grievant(s) and the Union President or his/her explicitly authorized designee within fifteen (15) days of receipt of the Committee's recommendation. The purpose of said meeting will be to seek resolution to the grievance that is satisfactory to all parties. Such resolutions will not constitute binding precedents in the disposition of similar grievances.

No offer of settlement of a grievance by any party on or any suggested resolutions by the Grievance Review Committee will be admissible as evidence in formal grievance proceedings or elsewhere.

In the event that a resolution cannot be affected, the Provost or their explicitly authorized designee shall issue a decision on the grievance within ten (10) days following the meeting.

(D) Arbitration

In the event that the Union is not satisfied with the resolution reached in the preceding steps, it may demand that the grievance proceed to arbitration within twenty-five (25) days of the Grievance Committee meeting. Only the Union (not individual members) may process a grievance to arbitration.

1. Selection of Arbitrator

Within thirty (30) days of the Union informing the employer that it is proceeding to arbitration, the Union and the employer shall select an impartial third party to be arbitrator to hear and determine the issues. In the event the parties cannot agree on the selection of an impartial third party, they shall request a list of Arbitrators from Federal Mediation and Conciliation Service. Within five (5) days of receipt of the list, the parties shall alternately strike names from the list until one name remains. The person whose name remains shall be the Arbitrator.

2. Costs of Arbitration

The fees and expenses of the arbitrator, and the cost of any hearing transcript, shall be borne equally by the Union and the College.

3. Scope of Arbitration

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

4. Authority of Arbitrator & Scope of Decision

The Arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement. The arbitrator shall have no jurisdiction or authority to issue any award changing, modifying or restricting any action taken by the College on matters committed to the College's discretion under Article 23 - *Management Rights*, which are not further abridged by other terms of this Agreement. 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. Jurisdiction shall extend solely to claims of violation of specific written provisions of the Agreement and involve only the interpretation and application of the Agreement. The decision and award shall be based

upon the joint submission agreement of the parties, or in the absence thereof the questions raised by the parties with respect to the specific interpretations and applications of the Agreement.

5. Timing of Arbitration

Subject to the availability of the arbitrator selected, arbitration will begin within thirty (30) days of the selection of the arbitrator, unless a delay is agreed upon by both parties.

**ARTICLE 19 – COMPENSATION AND LENGTH OF APPOINTMENTS**

Section 19.1 – Compensation and Length of Appointments

(A) Per Course Bargaining Unit Members

Bargaining unit faculty who teach on a per course basis shall receive the following minimum rates of compensation per course during the Fall and Spring terms based on total number of courses taught at the College and satisfactory performance, as set forth in Article 22 - *Performance Assessment*. If a bargaining unit faculty member is performing satisfactorily, then he or she shall proceed through the system below in accordance with the number of courses taught. If he or she is performing unsatisfactorily, then the provisions of Article 22 - *Performance Assessment* shall be followed.

Visiting faculty who are hired to work for a period of two years or less on a non-renewable contract shall be compensated per the compensation table. (Per Article 1 - *Recognition*, Distinguished Visiting Writers and Distinguished Visiting Artists are excluded from the unit.)

All bargaining unit faculty shall receive appointments whose duration is calculated by the Article. For the purposes of this Article, a course shall be defined as it was during the 2015-16 academic year (3.0-4.0 teaching units). Compensation for courses less than 3.0-4.0 teaching units shall be pro-rated based on the number of teaching units in the course.

	Category 1 0-9 Courses taught	Category 2 10-20 courses taught	Category 3 21-30 courses taught	Category 4 30+ courses taught
Per course credit pay rate (terminal degree of PhD, MD, Ed.D, JD, MFA, Psy.D, DPT)	\$6,500	\$7,000	\$8,000	\$9,000
Per Course credit pay rate (no terminal degree)	\$6,000	\$6,500	\$7,500	\$8,500
Length of Appointment	Semester by semester	One Academic Year (renewable), subject to notice and cancellation provisions of Article 14. _____	Two Academic Years (renewable), subject to notice and cancellation provisions of Article 14.	Three Academic Years (renewable), subject to notice and cancellation provisions of Article 14.
Titles*	Assistant Adjunct Professor  or  Assistant Professor of Practice	Assistant Adjunct Professor  or  Assistant Professor of Practice	Associate Adjunct Professor  or  Associate Professor of Practice	Adjunct Professor  or  Professor of Practice

Above titles are a minimum. \*At its discretion, the College may also award the following titles: Visiting Artist or Visiting Writer (for those whose appointments do not exceed two years (Dance & Theatre, English, Music, Studio Art); Artist or Writer in Residence (Dance & Theatre, English, Music, Studio Art).



Compensation for January Term, Summer term shall be consistent with the per course rate paid to non-bargaining unit faculty members. Bargaining unit faculty members shall be compensated at \$750 per student for independent studies conducted within the January and Summer terms.

For purposes of compensation only, bargaining unit faculty members may be placed into Category 3 or 4 upon hire at the discretion of the Provost based on qualifications and experience. This placement shall not be grievable.

Any bargaining unit faculty member employed during the 2015-2016 Academic Year whose rates of pay fall within the tier system (\$6,000-\$9,000) shall not experience a reduction in their existing compensation as a result of the ratification of this Agreement. These unit members will continue to be paid their current rate until they proceed to a category in which they qualify for a higher pay rate. (The foregoing excludes reductions in compensation for deductions for health care benefits for eligible bargaining unit faculty members.)

(B) Salaried Bargaining Unit Members

Bargaining unit faculty who are designated with approval of the Provost as salaried in their Letters of Appointment (in accordance with the paragraphs below) shall receive the following minimum rates of pay during each annual appointment, provided no courses are cancelled during the term of the appointment:

\$60,000.00 for those with less than 40 courses taught at the College.

\$65,000.00 for those with 40+ courses taught at the College;

Full time salaried positions include the equivalent of 6 courses including, but not limited to, some combination of teaching, advising, and/or service such as thesis supervision, curricular development, community outreach or other service as needed by the bargaining unit faculty member's Department, School, or the College. Salaried appointments may be for one year or multi-year appointment, depending on the needs of the College. If at any time a bargaining unit faculty member is officially notified by their Department Chair or Division Dean of a workload they think meets this criteria, they have the right to meet with their Department Chair, Division Dean, or the Provost directly to request a salaried position. No request will be unreasonably denied. The final decision is at the discretion of the Provost and is not grievable. If the salaried position is denied, the bargaining unit member may continue with their assigned workload at the per course credit rate and/or with stipends for service.

If a change in a salaried position occurs within a multi-year contract, at the expiration of these duties they may return to their former status. Any courses taught during a salaried position will count towards the faculty member's seniority.

(C) Stipend/One-Time Payments

To the extent that a bargaining unit faculty member who is compensated per course has been assigned work for which he or she has received an additional stipend or one-time pay for additional academic (non-staff work), including assigned service work, the bargaining unit faculty member, if assigned this work during the course of this Agreement shall be compensated at the same rate of pay as he or she has received in the past. The performance of this assigned work shall be tracked and submitted to the Office of Human Resources.

#### Section 19.2 – Determination of Course History

For the purposes of calculating the applicable category for each bargaining unit faculty member, the College shall use cumulative courses taught by the member at the College since their initial hire prior to the ratification of this Agreement. The College shall recalculate course history annually, no later than April 30 of each year for the following Academic Year. Once set, it shall be adjusted annually, except where Section 19.4 is applicable. If the bargaining unit faculty member believes there has been an error, he or she shall bring that to the attention of the Office of the Provost within two weeks of receiving notice of the College's calculation.

#### Section 19.3 – Effect of Break In Service

Upon ratification or the commencement of next Academic Year (whichever is later) all current bargaining unit faculty members will immediately move into the category that corresponds to the total number of courses they have taught at the College, unless there has been a break in service in excess of twenty-four months. After a break in service that exceeds twenty-four months, any bargaining unit faculty member shall return to Category 1. Those with full-time appointments shall return to the minimum base salary of \$60,000.00 specified above, assuming a 1.0 FTE.

#### Section 19.4 – Effect of Split Categories

If the number of courses assigned to a bargaining unit faculty member during a semester would cause the bargaining unit faculty member to move into a new category, then the bargaining unit faculty member shall be paid for all courses in that semester accordance with his or her new category.

#### Section 19.5 – Faculty Members Who Exceed the Compensation Table

Any bargaining unit faculty member whose current rate of compensation is above the rates set forth above will continue to be paid their current rate until they proceed to a category in which they qualify for a higher pay rate.

## **ARTICLE 20 – OFFICE SPACE AND SUPPORT**

### **Section 20.1 – Office Space for Those With 50% FTE Appointments or More**

The College shall provide designated space during an academic year for all bargaining unit faculty members who have a contract of 50% FTE (three classes during the academic year) or higher as set forth in the Letter of Appointment. This designated space shall identify the bargaining unit faculty member as an occupant. Once designated, this space cannot be changed during the academic year without the consent of the faculty member or the Labor Management Committee.

### **Section 20.1 – Office Space for those with Less Than a 50% FTE Appointment**

Bargaining unit faculty members who have less than a 50% FTE appointment for the academic year will be provided with access to space during the period of their appointment that is sufficient to allow student conferences.

Designated space, such as that provided for those with appointments of more than 50% FTE may be provided on a space available basis. When available, this designated space shall identify the bargaining unit member as an occupant.

### **Section 20.3 – Access to Other Services**

All bargaining unit faculty members under a current letter of appointment shall receive:

- A faculty ID that entitles them to library access;
- Departmental photocopying availability for College purposes; and
- While on campus, but not necessarily in the bargaining unit faculty member's designated space, access to a computer (or other comparable electronic device) supplied and maintained by the College.

### **Section 20.4 – Access Over College Break**

Bargaining unit faculty members who have an expectation of future or continued employment shall continue to have access to their designated space, to their campus email, Faculty ID (including library access) and to photocopying for College-related purposes over College breaks. For the purposes of this Article, an expectation of future employment may include, but is not limited to:

- Letter of Appointment;
- Identification on the schedule for the upcoming term; or
- Other indicia of future employment, such as a conversation with the Department Chair.

## ARTICLE 21 – NO STRIKE/NO LOCKOUT

- (A) The Union agrees that it will not call, instigate, engage or participate in, encourage, approve, or endorse, nor will it permit any employee to call, instigate, engage or participate in, any strike; sympathy strike; sit-down; slow-down; demonstration that interferes with or disrupts the normal operations of the College as a result of the Union or employee's actions; withholding of or delaying any grades, academic evaluations, or other required documents as a form of concerted activity (as defined under the National Labor Relations Act); or any other interference with or stoppage of work by employees. Any employee engaging in any conduct prohibited by this Article is subject to immediate disciplinary action, up to and including discharge.
- (B) In the event that any employee violates the provisions of paragraph A, the Union shall immediately use every reasonable means at its disposal to persuade employees who participate or engage in any such action to cease such action and return to full, normal, and timely work, including the distribution to the employees and the College, within twenty-four (24) hours of notice of a violation of this Article by the College to any Union officer or to the Union offices, of a written notice, signed by an officer of the Union, that the work stoppage or other violation is not authorized by the Union and is to be discontinued immediately.
- (C) The College agrees that it shall not lock out any of the employees covered by this Agreement.
- (D) Any grievance alleging a violation of this Article shall be submitted directly to arbitration on an expedited basis. The sole issue in arbitration shall be whether or not a violation of this Article has, in fact, occurred and the Arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation, except for circumstances beyond the employee's reasonable control.

## ARTICLE 22 – PERFORMANCE ASSESSMENT

### Section 22.1 – Purpose of Assessments

The purpose of performance assessment is to support excellence in teaching and adherence to academic and professional standards.

Assessment of the academic qualifications or performance of bargaining unit faculty members shall be made on the basis of demonstrated excellence in the field and in teaching, academic responsibility, and other assigned duties which may include compensated service at the Department, Program or College level.

### Section 22.2 – Timing of Assessments

All bargaining unit faculty members must be assessed at least once prior to progression to a higher category of the tier system set forth in Article 14 -*Faculty Stability*. If the College does not conduct a performance assessment in the appropriate time period, the bargaining unit faculty member may continue to progress to the next highest tier.

A bargaining unit faculty member may be assessed during his or her initial probationary period of five (5) courses at the College and must be assessed before progressing into Category 2.

Bargaining unit faculty members in Category 4 who have achieved maximum status in the tier system will continue to be assessed prior to contract renewal for all subsequent renewals.

This article shall not preclude additional observations or personal conferences about the bargaining unit faculty member's performance at other times during the semester or term.

### Section 22.3 – Assessment Procedures

Bargaining unit faculty members shall be evaluated on student evaluations and course syllabi (covering course content, procedures, policies and evaluation) **and at least one of the following criteria** to be determined in conversation with the bargaining unit member and the Department Chair, Program Head or their designee:

1. In-person classroom observations by the Department or Program Head or his/her designee and a written report on that observation followed by a personal conference between the Department or Program Head (or designee) and the bargaining unit faculty member; and/or
2. A narrative self-assessment of no more than 2,000 words noting pedagogical successes and challenges during the period of appointment and demonstrating the ability to adapt and respond to changing classroom and student needs. If the bargaining unit faculty member performed any service during the appointment, the narrative should also discuss this, along with their contributions to the intellectual community of the College, the Department(s) and Program(s) in which they teach, and/or scholarly, creative or research achievements in the field they teach at the College.
3. Assignment samples and/or examples of student work, with or without comments.

4. Letters of assessment by other members of the department, program or unit, other appropriate faculty members, or former students.

When assigned service responsibilities by the Department, a bargaining unit faculty member shall be evaluated by the Department or Program Head or their designee on the following factors: attendance, participation, the attention and care given to advising responsibilities. Such evaluation shall be used to determine future service assignments but not course assignments.

#### Section 22.4 – Access to Evaluations & Assessments

- (A) The Provost's office shall maintain a performance assessment file for every bargaining unit faculty member.
- (B) The bargaining unit faculty member may request access to their performance assessment file at any time; access to the file should be provided within three (3) days of a written request to the Provost's office.
- (C) The College shall continue to provide all bargaining unit faculty members with access to their student evaluations in a timely manner.
- (D) If the Department or Program Head or their designee receives any written commendation or praise regarding the bargaining unit faculty member they shall promptly notify the faculty member and place such correspondence in the performance assessment file.
- (E) Should documentation of any alleged performance issue be placed in the bargaining unit member's performance assessment file, the member shall be notified, and may submit a response within ten (10) business days, excluding when the College is closed, that will be placed in the file.

#### Section 22.5 – Student concerns

- (A) If a student raises a concern regarding a bargaining unit member's performance that could reasonably lead to an adverse personnel action or negatively impact the bargaining unit member's performance assessment, the Department or Program Head or their designee will promptly notify the member and obtain his or her response.
- (B) Should student evaluations indicate possible performance issues, the Department or Program Head or their designee will schedule a meeting with the bargaining unit member to discuss the evaluations and to discuss ways that the faculty member may improve her or his performance.
- (C) If a student's concern pertains to potential discrimination, harassment or retaliation on the basis of a legally protected category, then the College's policy for investigating and resolving those concerns shall apply. Actions taken against a bargaining unit member for concerns investigated under the College's policies pertaining to discrimination, harassment and retaliation shall not be resolved under this Article. Those actions shall be reviewed under the applicable procedure set forth in Article 18 - *Grievance and Arbitration Procedure*.

#### Section 22.6 – Actions Based on Assessment of Performance

If, as a result of an assessment of a bargaining unit faculty member's performance, the Department or Program Head, or their designee determines that a bargaining unit faculty member is qualified to perform responsibilities of the appointment, the bargaining unit faculty member shall be reappointed in accordance with the College's needs and consistent with the provisions of Article 14 - *Faculty Stability*.

If, as a result of an assessment of a bargaining unit faculty member's performance under Section 22.3 or Section 22.5, the Department or Program Head or their designee determines that the bargaining unit faculty member is **not** qualified to perform anticipated responsibilities, they will notify the faculty member and the Union and provide written explanation. Depending on the severity of the issue, the College may implement a performance improvement plan, elect to not renew the bargaining unit faculty member (if at a renewal phase) or terminate his or her appointment.

If this performance assessment is the basis of denying category advancement or contract renewal, the chair or his/her designee has the discretion to implement a performance improvement plan for the term of up to one academic year. During the performance improvement period, the bargaining unit member shall retain their current category, pay rate and title. At the end of that period, the bargaining unit member shall be reassessed to make a final determination regarding advancement or renewal.

The College's decision to non-renew an appointment or terminate a bargaining unit faculty member during an appointment shall be subject to the grievance and arbitration procedures set forth in Article 18 - *Grievance and Arbitration*; except that for those bargaining unit faculty members who are in their probationary period, a decision to non-renew or terminate during the course of their appointment on the basis of performance concerns shall only be subject to Step One of the grievance and arbitration procedures set forth in Article 18 - *Grievance and Arbitration*.

## ARTICLE 23 – MANAGEMENT RIGHTS

- (A) 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:
1. Direct and control the College'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 College'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 College 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) The College's failure to exercise any management right reserved to it shall not be deemed a waiver of its right to exercise same.



## **ARTICLE 24 – PROGRAMS, COURSES AND ASSIGNMENTS**

Decisions regarding which programs and courses to be offered (and when), how courses are taught, assignment of faculty to a particular course or program and the number of students enrolled in a particular course involve academic judgment and shall be made at the College's discretion consistent with the needs of the students and the academic mission of the College.

Assignments to teach a course or to provide other services may be made by the Provost, Dean, Department Chair, or designee consistent with the terms of this Agreement.

Course assignments shall be made by written notification from the College pursuant to the terms of this Agreement.

## **ARTICLE 25 – DISCIPLINE & DISCHARGE**

During the term of a bargaining unit faculty member's contract, when circumstances arise that demonstrate serious misconduct, a bargaining unit faculty member may be disciplined or discharged for cause.

In the event of performance issues or misconduct, a bargaining unit faculty member will generally be progressively disciplined, but the College may warn, reprimand, demote, suspend or discharge bargaining unit faculty members without first providing progressive discipline if the circumstances, particularly those demonstrating serious misconduct, so warrant.

Subject to the specific restrictions contained in this Agreement and consistent with any obligations under federal labor law, the College retains the exclusive right to terminate a bargaining unit faculty member for cause. A termination for cause is a grievable event under Article 18.

**Signature Page**

**The undersigned below hereby agree to the above terms.** This agreement became effective upon ratification (March 18, 2016) and shall continue in full force and effect until June 30, 2019.

**DATE:**

**DATE:**

**SEIU 1021:**

**MILLS COLLEGE**

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**John Stead-Mendez**

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**Sharon Washington**

**Nato Green**

**Jonathan Nunez-Babb**

**Stephanie Young**

**Sandra Banks**

**Bula Maddison**