

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**DOMINICAN UNIVERSITY OF CALIFORNIA**

**and**

**THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021**

**July 1, 2022 through June 30, 2023**



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## **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 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 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**

### **A. Exclusive Representative**

The University recognizes the Union as the exclusive representative of the employees defined in Section B.1 of this Article, for the purpose of collective bargaining.

### **B. Employee**

#### **1. Employees in the Bargaining Unit**

Whenever used in this Agreement the term Adjunct Faculty will mean all Adjunct Professors, Adjunct Assistant Professors, Adjunct Associate Professors, Unranked part-time Faculty, and part-time Term Adjuncts, employed by the University; within the State of California, 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 National Labor Relations Act.

#### **2. 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 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 first taught at the University.

No later than one week after the census 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 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 – MANAGEMENT RIGHTS

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:

- Direct and control the University's operations;
- Alter, extend or discontinue existing equipment, facilities, and location of operations;
- Establish and administer procedures, policies and rules;
- Hire, assign, retain and dismiss non-bargaining unit members;
- 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
- Hire, transfer, promote, discipline and discharge employees, subject to the terms of applicable law, this Agreement, and the grievance procedure.

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.

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, 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 22—*Grievance & Arbitration*.

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 3 – NON-DISCRIMINATION**

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.

The University will not tolerate harassment of University employees by any other employee or affiliates of the University.

There shall be no retaliation for reporting complaints of harassment, discrimination or retaliation. An Adjunct Faculty member shall not suffer retaliation for participation in SEIU activities.

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 as they exist at the time of the complaint. 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 as they exist at the time of the complaint. 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 as they exist at the time of the complaint. The Union agrees that the University has the right to amend its discrimination, harassment and retaliation investigation and complaint and resolution policies. The University agrees that any changes not mandated by law or regulation made by the University will not abridge any Adjunct Faculty member's rights set forth under this Article 3. The University further agrees that it will notify the Union of any such changes.

Adjunct Faculty members may choose to have a Union representative present during any meeting held under this Article.



## **ARTICLE 4 – UNION SECURITY AND CHECKOFF**

### **A. Union Membership & Dues**

As a condition of continued employment, all Adjunct Faculty covered by this Agreement and those hired on or after its effective date shall, within thirty-one (31) days following the first date for which they are on payroll, either become a member of the Union and pay regular monthly dues thereto or in lieu thereof shall pay an agency fee to the Union each month. This amount shall be established by the Union as a percentage of income for work assigned pursuant to this Agreement, including work for credit-earning courses or laboratories, required or approved meetings and trainings, and other assignments or projects assigned under this Agreement.

As authorized by federal labor law, Adjunct Faculty Members who object to union membership on religious grounds are required to make charitable contributions equal to monthly dues to one of the following nonreligious charitable organizations as agreed to by the Union and University: Canal Alliance, Center for Domestic Peace, and Homeward Bound.

### **B. Agency Fees**

Except as provided below, all Adjunct Faculty covered by this Agreement 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 following the first date for which the Adjunct is on payroll, (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 by those who choose to become members of the Union.

### **C. Voluntary COPE & Charitable Contributions**

The Union shall also notify the University if Adjunct Faculty Members authorize deductions from paychecks for the following:

1. A voluntary contribution to the SEIU Local 1021 Committee on Political Education (COPE) in addition to dues;
2. A charitable contribution to one more of the following nonreligious charitable organizations: Canal Alliance, Center for Domestic Peace, and Homeward Bound.

### **D. Checkoff Procedure**

Payment of union dues, agency fees, COPE and charitable contributions shall be via the check-off procedure provided by this Article. The University will honor written assignment of wages to the Union for the payment of dues, agency fees, COPE and charitable contributions, when such assignments are authorized by a valid dues deduction form. 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 arising from the University's actions in accordance with this Article.

E. Timing of Deductions

Each payday that the Adjunct Faculty member receives a paycheck for teaching a credit-earning course or laboratory, the University shall deduct from an Adjunct Faculty Member's compensation a sum of dues or agency fees and any voluntary COPE or charitable contributions owed to the Union for the month covered by that paycheck pursuant to and as authorized under federal labor law and by valid dues authorization form. Dues deductions will begin in the paycheck following the receipt of the authorization by the University payroll department and need not include retroactive deductions. Deductions shall be made from compensation for Adjunct Faculty duties under this Agreement, i.e., not from compensation for administrative work if the Adjunct Faculty member holds dual roles at the University. The Union will provide the University a suitable form for the authorization of this payroll deduction for current Adjunct Faculty and for new unit employees, the University will include that form and their appointment letter.

F. Remittance of Dues to Union

The University shall remit the contributions described by this Article to the Union along with a complete list of members and agency fee payers within the first ten (10) working days of the month following the month of collection.



## **ARTICLE 5 – ADJUNCT FACULTY ORIENTATION**

When Dominican hires new Adjunct Faculty Members, it generally holds a New Faculty Orientation. Attendance at the New Faculty Orientation will be an expectation for newly-hired Adjunct Faculty. Attendance at the New Faculty Orientation shall be paid.

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 6, *SEIU Communications and Access Rights*) by the Office of Academic Affairs.

Pursuant to the provisions of Article 1, *Recognition*, the University shall provide the Union with a full list of new Adjunct Faculty Members at least one (1) week prior to the orientation date.

The Union shall have at least thirty (30) minutes during each New Faculty Orientation at a time mutually agreed by the Union and University to meet with incoming Adjunct Faculty 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.

The University shall provide an appropriate meeting space for the Adjunct Faculty Union Orientation.



## **ARTICLE 6 – 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 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 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 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. Bulletin Boards for 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 and in areas frequented by Adjunct Faculty. Any changes to these locations shall be approved by the Labor Management Committee.

### **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 7 – 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 shall be compensated by the Union, not by the University. While on a Union leave of absence, the Adjunct Faculty member shall be eligible for University health care benefits for no more than six months if the Adjunct Faculty member pays all the benefit premiums and the plan allows for participation while on an unpaid leave of absence.
- B. An Adjunct Faculty member who is on union leave shall have the right to return to their former position upon expiration of the leave, without a reduction in their 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 cumulative service for the purpose of Article 10, *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.



## **ARTICLE 8 – LABOR MANAGEMENT COMMITTEE**

### **A. Purpose of Committee**

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. Membership of Committee**

The Committee shall consist of not more than four (4) Adjunct Faculty representatives designated by the Union, one (1) staff member of SEIU, Local 1021, and not more than five (5) 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. Meetings of the Committee**

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. Recommendations by Committee**

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. The University shall retain the final authority with respect to adopting recommendations made by the Committee.



## **ARTICLE 9 – ACADEMIC FREEDOM**

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 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.

Adjunct Faculty are entitled to academic freedom, and when Adjunct Faculty express themselves as individuals, they shall be free from institutional censorship and discipline.



## **ARTICLE 10 – TIER SYSTEM AND STABILITY OF APPOINTMENTS**

### A. Issuance of Appointment Letters and Class Contracts

The University shall issue Appointment Letters 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, appointment 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 Appointment Letter. For the purposes of Adjunct Faculty *only*, Summer term shall be treated as “leading” the Academic Year, e.g., contracts for Academic Year 2019-20 would begin (when applicable) with summer 2019.

Once the Appointment Letter is issued by March, an Adjunct Faculty member's position in the Tier System shall be the position for the upcoming Academic Year. Within two weeks of receipt of this Appointment Letter, Adjuncts who believe their Appointment Letter 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 Contracts in accordance with Article 11, *Class Contract Dates, Class Cancellation Fees & Overloads*.

### B. The Tier System

<b>Tier</b>	<b>DUoC Points</b>	<b>Titles</b>	<b>Compensation</b>	<b>Appointment Term</b>	<b>Minimum Anticipated Number of Units Offered per Academic Year</b> (subject to this Article)
1	0 – 25	Adjunct Instructor or Adjunct Professor of Practice I	According to Article 15	1 Academic Year	1 class (typically, though not always, 4 course units)
2	26 – 50	Adjunct Assistant Professor or Adjunct Professor of Practice II	According to Article 15	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.



<b>Tier</b>	<b>DUoC Points</b>	<b>Titles</b>	<b>Compensation</b>	<b>Appointment Term</b>	<b>Minimum Anticipated Number of Units Offered per Academic Year</b> (subject to this Article)
3	51-74	Adjunct Associate Professor or Adjunct Professor of Practice III	According to Article 15	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 15	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.
5	350 points or 20 academic years of service as an Adjunct and/or Full-Time Faculty Member at Dominican.	Adjunct Professor or Adjunct Professor of Practice IV	3 Academic Years renewable	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.

1. Progression through the Tier System is based on credited Dominican Points and a satisfactory performance evaluation conducted in accordance with Article 13, *Performance Evaluation*. Adjunct Faculty members will progress through the Tier System for the duration of their appointment except that their current academic year must be completed before the next contract length in the Tier System will be applied.
2. Every newly-hired Adjunct Faculty member shall be on probation for their first two academic terms of employment at the University, regardless of their 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. At the end of the probationary period and by January 15 and June 15, the University will inform (by template letters) Adjunct Faculty members of their successful or unsuccessful probation status and send a summary report (by spreadsheet) to the Union and designated Union representatives.



3. Current, full-time faculty in good standing may transition into the Adjunct Faculty bargaining unit per the criteria process found in the *Elective Transition of Full-Time Faculty to Adjunct Faculty Member Status* in Appendix A.
4. 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 or administrator or staff member who has teaching duties as part of their required 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 for the purposes of calculating the Minimum Anticipated Course Unit Load. 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.
5. Once the Class Contract has been issued, course cancellation fees will be paid in accordance with Article 11, *Class Assignment Contract Dates, Class Cancellation Fees & Overloads*.
6. The designation of Adjunct Professor of Practice I-IV shall be based on the reasonable discretion of the University for those Adjunct Faculty members who are hired because of non-academic relevant prior experience.

C. Assignment of Courses

1. Applications for Courses

During the last two weeks of January of each year, Adjunct Faculty members 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. Effective with the issuance of their Letter of Appointment, newly-hired Adjunct Faculty Members can submit their names to a hiring pool for courses they believe they are qualified to teach, following the same timelines as existing Adjunct Faculty Members. Class assignment changes or reassignments shall follow the hiring pool procedure described in this Section.

Adjunct Faculty members shall identify what courses they believe they are qualified to teach based on the following:

- i. They have previously taught the course or a substantially similar course at the University or another regionally accredited institution of higher learning;
- ii. They have relevant professional experience;



- iii. The course they wish to teach falls within their degree-expertise for lower division courses;
- iv. The course they wish to teach is within their area of expertise within their field for specialized or upper division courses.

For avoidance of doubt, a substantially similar course shall be one where the learning outcomes have not substantially changed, as determined by the University, even if the course number has changed.

## 2. Qualifications for Courses

Adjunct Faculty members shall submit proof of qualifications if submitting availability for courses that the Adjunct Faculty member has never taught before. Proof of such qualifications shall be submitted by email to the Chair (or other appropriate course supervisor) as follows:

- **Courses in the Bidding Pool.** Within 3 business days of receiving a request from the Office of Academic Affairs or the Chair (or other appropriate course supervisor) if the request is made between February 15 and March 1 or less than three weeks before the first day of classes, or
- **Courses Posted Outside the Bidding Process.** Within one week of the request for proof of qualifications where an Adjunct Faculty member's application is for a course posted outside of the annual submission process identified in Section C(1) of this Article, unless the posting is within three weeks of the course starting, in which case qualifications should be submitted upon application.

Failure to submit timely proof of qualifications shall be deemed a revocation of the Adjunct Faculty member's bid for that course. Chairs (or designee) will notify those they determine to be not qualified. If the Chairs/hiring supervisor's decision is questioned, the matter may be appealed to the appropriate 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 Academic Year.

Due to course-specific requirements, an Adjunct Faculty member must establish that they have the following additional qualifications prior to receiving a contract to teach the course:

To be considered qualified to teach Service Learning courses, the Adjunct Faculty Member must successfully complete University-offered prerequisite training required of all instructors for the course and/or has successfully taught the course at the University prior to January 1, 2019. The University will offer new training for Service Learning at least once every three (3) years for Adjunct Faculty members, provided that Service Learning courses are still being offered.



### 3. Assignment of Classes

Unless otherwise specified in this Agreement, for each Academic Year the University shall offer available classes to qualified Adjunct Faculty members in the following order:

- i. 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 Load. Any incumbency tie-breaker shall be the earlier hire date. An incumbent is an Adjunct Faculty member who has taught that course or a substantially similar course at the University at least once within the last three (3) Academic Years and who has taught that course at least twice during their employment at the University. It is the intent of the parties to maintain incumbency where possible. Incumbency in a Service Learning course is a distinct incumbency for that particular course.
- ii. The remaining unassigned classes (new and non-incumbent classes) shall be offered to qualified Adjunct Faculty members 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 twelve units for a semester or all available courses and sections have been assigned (whichever comes first).

If, after completing steps i-ii above, some class sections are still unassigned, the University may offer those sections to qualified Adjunct Faculty not in the hiring pool for them or may hire additional Adjunct Faculty; however, no Adjunct Faculty member may exceed 12 units per semester

An Adjunct Faculty member who receives notification of a class assignment shall notify the University in writing of their acceptance as soon as possible, and within one (1) week of the date sent by the University. An Adjunct Faculty member may choose to select fewer than the minimum number of units to be offered them under their Appointment Letter.

### 4. Course Assignment Process for Specific Programs

- i. Dance Program – Dance courses that need unique and non-recurring choreographers may be assigned outside the timeline and process of the course preference survey sent out in January of each year and described in 10, C, 1 Applications for Courses and outside the assignment process in Article 10.C.3. Instead these courses may be assigned in a manner consistent with the particular needs of the Program and University.
- ii. Programs with Site and Clinical Placements for all NURL courses – For NURL Courses and courses whose sites dictate qualifications (clinical placements and



site placements), these courses may be assigned outside the timeline and process for the course preference survey sent out in January of each year and described in 10, C, 1 Applications for Courses. Instead these courses may be put out to bid and then assigned based on qualifications (including any site-specific qualifications, incumbency and seniority) through post-Survey Notifications. During the bidding process, the site-specific qualifications will be noted. Notwithstanding the course preference survey sent out in January of each year, these courses are subject to all other sections of Article 10.

- iii. Orbis Program – the Accelerated Bachelor of Science in Nursing (ABSN) program, which is the product of a contact between the University and Orbis, Inc., shall be assigned as set forth in the Side Letter in Appendix B.
- iv. Master of Fine Arts in Creative Writing – As set forth in the Side Letter in Appendix C
- v. Independent Studies. All independent studies shall be assigned based on an Adjunct Faculty member's qualifications related to the specific student need.

#### D. Definitions

1. Course: 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. 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 EC 2000 Effective Communication 2. Classes are not listed in the University Catalog.
2. Dominican Points:

	<b>Dominican Points Awarded</b>
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 member receives 4 points for teaching that course.</i>
Teaching at Another Regionally-Accredited Academic Institution (Undergraduate or Graduate level)	1 unit previously taught elsewhere at a regionally accredited institution of higher education = ½ Dominican Point. (Awarded on hire.)
Ph.D. or Terminal Degree	21 Dominican Points (Awarded on hire or conferral.)



Relevant Professional Experience	21 Dominican Points (Awarded upon hire for those appointed as Adjunct Professors of Practice I-IV.)
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Any new Adjunct Faculty member hired after the effective date of this Agreement may be awarded up to 100 Dominican points for non-Dominican teaching experience, terminal degree, or relevant professional experience using the criteria and process described in the *Procedure for Recognition of Outside Teaching Experience* Side Letter found in Appendix D.



## **ARTICLE 11 – CLASS CONTRACT DATES, CLASS CANCELLATION FEES & OVERLOADS**

### **A. Deadlines and Start/Stop Dates**

In accordance with Article 10, *Tier System and Stability of Appointments*, Class Contracts 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.

For classes in terms that are not listed above, Class Contracts shall be issued no less than 45 days before the start of the term.

Site placements, dance instruction contracts for choreography and workshop courses, and individual instruction contracts, such as independent studies and applied music lessons, shall be issued separately and shall not be subject to the above deadlines.

Adjunct faculty members will be compensated for course-related work that takes place between the starting and ending dates set forth in the Class Contract.

### **B. Cancellation Fees**

If the class assignment specified in a Class Contract is cancelled after the Contract has been issued and accepted via a signed, returned Class Contract, the University shall compensate Adjunct Faculty as set forth below, except that the University shall not be liable to pay a class cancellation fee if the Adjunct Faculty member cannot uphold the Class Contract requirements or if a substitute course with equivalent unit value has been issued to the Adjunct Faculty Member for the same semester.

1. After the date Class Contracts 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).
2. Twenty-nine (29) days to fifteen (15) days before the first day of the academic term: 25% of the then-applicable step 1 per unit rate (multiplied by the number of units to be taught in the cancelled course).
3. 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) offset by payment for any days taught prior to notification of the course cancellation.

### **C. Timing of Payment of Cancellation Fees**

All class cancellation fees are paid on the payroll date immediately following the date the University cancelled the Class Contract.



D. Additional Students

For each student added to a class taught by an Adjunct Faculty Member above the maximum enrollment as established at the time of the Class on the student information system, provided the Adjunct Faculty member agrees to accept additional students, the course rate established under Article 15 shall be increased by \$250.

An exception to this provision is made for clinical sections in Nursing: class caps are set in negotiation with the placement site and will be specified in the specific Class Contract for each class. For any student added beyond the number specified in the Class Contract the course rate established under Article 15 shall be increased by \$250.



## **ARTICLE 12 – FACULTY DEVELOPMENT**

In furtherance of the development of its Adjunct Faculty, the University will create an annual fund of \$35,000.00 (which shall not carry over from year to year) for current Adjunct Faculty members under Article 10, *Tier System and Stability of Appointments* for that Academic Year. The fund may be used as follows:

### A. Merit Awards (\$20,000.00)

In recognition of the scholarly endeavors of its Adjunct Faculty, the Union shall maintain an Adjunct Committee to review and award Merit Awards no larger than \$1,000.00 at the discretion of the Committee for Adjunct Faculty members who have a current Letter of Appointment under Article 10, *Tier System and Stability of Appointments* for that Academic Year for the following exemplary scholarly achievements relevant to the recipient's field, such as the following:

1. Publication in a 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.

The University does not require and thus does not compensate Adjunct Faculty members for the underlying work leading to the award, absent prior written approval by the Adjunct Faculty Member's Dean.

### B. Faculty Development & Service (\$15,000 of the Fund)

Adjunct faculty members shall receive hourly compensation for faculty development activities as set forth below. Compensation for other activities set forth in Article 16 of this Agreement.

#### 1. Attendance at University Faculty Development Activities

Pre-approved or explicitly required 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, with a two-hour minimum. However, online delivery of such activities will be paid at a 1-hour minimum rate. 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.

Preapproval shall be determined by the University using the following factors:

1. The subject matter of the faculty development activity and its relevancy to the Adjunct Faculty Member's current assignments;
2. In order of priority: whether the Adjunct Faculty Member has a current Class Contract, no Class Contract but a Letter of Appointment with a MACL greater than zero, or a Letter of Appointment with zero MACL.

Once the Faculty Development Fund is exhausted, no further compensation is available under this Article.



## **ARTICLE 13 – PERFORMANCE EVALUATION**

### **A. Purpose of Evaluations**

The purpose of a performance evaluation is to support and ensure excellence in teaching, adherence to high academic and professional standards, and the meeting of 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 will not suffer any adverse outcome solely on the basis of student evaluations.

Evaluation of Adjunct Faculty members under this Article will be made on the basis of demonstrated excellence in teaching as bargaining unit members at the University. (The Chair or Adjunct Faculty member 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.) Adjunct Faculty members who have been assigned any administrative responsibilities or also occupy a staff role will be contracted and evaluated separately for those roles. Evaluation of administrative duties will not impact evaluation under this Article. The evaluation process set forth in section B-D of this Article does not apply to clinical instructors and field supervisors, whose evaluation process is set forth separately in Section E.

### **B. Timing of Evaluations**

All Adjunct Faculty may be evaluated once during each appointment period, and evaluations must be completed within the same academic term in which they were started. Evaluations shall be completed by the applicable Department Chair or the Adjunct Faculty's direct supervisor or a full-time faculty member designated by the Chair.

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

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

### **C. Evaluation Procedures**

Upon the Chair's (or designee's) request for an evaluation, the Adjunct Faculty member shall submit course syllabi for classes taught that term and may submit the following optional materials:

- Additional course materials including assignments, exams, or other supporting materials that document the Adjunct Faculty member'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 14, *Peer Feedback and Support*.

If the Adjunct Faculty member 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 and observe and write the classroom observation and performance evaluation. The other appropriate Chair(s) (or their designee) must also sign off on the evaluation result.

The evaluation materials supplied by the University include the following:

- i. All existing student course evaluations within the last three (3) years.
- ii. A completed classroom observation report provided by the Chair or designee (see Appendix E for a copy of the blank report). The Chair (or designee) and the Adjunct Faculty member 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 (or designee) will email the results of the classroom observation to the Adjunct Faculty member. Within ten (10) business days of sending the observation report, the Chair (or designee) will meet with the Adjunct Faculty member to discuss the report. Adjunct Faculty may have a Union representative or Union Steward at any such meeting.
- iii. A written performance evaluation that includes the determination of either satisfactory performance or unsatisfactory performance. This written performance evaluation will be delivered to the Adjunct Faculty Member within ten business days of the meeting specified in C (ii).

#### D. Results of Evaluation Process

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

If the Adjunct Faculty member receives an evaluation of unsatisfactory, the Chair or designee will provide the Adjunct Faculty member with a performance improvement plan (PIP) that is objective, achievable and measurable (and the information, a timeline with date-specific milestones, and tools for ensuring the improvements are possible to make) before re-evaluation, which will be scheduled for the end of the PIP. An unsatisfactory re-evaluation may be considered poor performance and constitute just cause for potential disciplinary action per Article 21 of this Agreement.

Evaluations are not subject to the Grievance and Arbitration procedure. Any proposed discipline based on the results of an evaluation or PIP is subject to Disciplinary, Grievance, and Arbitration procedures.



E. Evaluation of Clinical Instructors and Field Supervisors

Clinical instructors and field supervisors shall not be evaluated on a routine basis. These Adjunct Faculty shall be evaluated when a performance concern is raised, under Section F, below or by a site supervisor. The evaluation shall be based upon student comments, feedback from Dominican or site supervisors and peers, and/or other evidence of performance that can be reasonably gathered.

F. 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 (or designee) 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 may submit a response that will be placed in the file.
3. Should student evaluations indicate possible performance issues, 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 his/her performance.



## **ARTICLE 14 – 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 may 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 may occur any time an Adjunct Faculty member would like peer feedback on their teaching of a particular class;
- C. Process
  - 1. Adjunct Faculty may choose which of their classes will receive peer feedback;
  - 2. Adjunct Faculty may ask any other Adjunct Faculty member to provide them with peer feedback;
  - 3. Adjunct Faculty may request up to two (2) peer feedbacks for the same class by two different colleagues, concurrently or separately;
  - 4. The Adjunct Faculty member providing the peer feedback will use the forms attached and procedure described in Appendix F;
  - 5. Adjunct Faculty may choose whether to file the peer feedback forms in their personnel file.
- D. 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.
- E. This Article shall not preclude any other form of observation or evaluation.



## **ARTICLE 15 – COMPENSATION – TEACHING**

### A. Scope, Timing and Amount of Compensation

Adjunct Faculty members are employed in a professional capacity at the University. For courses, including service-learning courses and laboratories, the University compensates Adjunct Faculty Members on a per-unit basis for Course-Related Work as set forth in this Article.

All other duties or work performed on behalf of the University as an Adjunct Faculty Member are compensated in accordance with Article 12 – Faculty Development or Article 16 – Special Compensation.

### B. Course-Related Work

“Course-Related Work” is work that would be considered part of regular teaching responsibilities for Adjunct Faculty members who have been assigned a credit-bearing course or laboratory pursuant to a Class Contract. This work includes but does not always require the following:

- Preparing lesson plans, materials, syllabi, lectures, etc. for classes.
- Participating in up to two hours of meetings per course required to coordinate lab/class activities and assessments with all instructors in a course.
- Updating and distributing the course syllabus.
- Setting up and, as needed, receiving up to two hours of training per course regarding any equipment to be used for (lab/studio/clinical) classes.
- Coordinating with lab staff as needed for class setup.
- Holding office hours.
- Meeting with students in person, online, by email, or by phone.
- Meeting with Department Chair, Program Director, Deans regarding course-related issues.
- Creating and grading assignments and exams.
- Holding scheduled classes or labs.
- Addressing student grade complaints, appeals, and academic (or other) misconduct issues arising in connection with the course or lab.
- Preparation of letters of reference for students currently enrolled in the course with the Adjunct Faculty Member.



The foregoing tasks are encompassed within the per-unit amounts set forth below and compensated as productive work. Resolution of incompletes shall be determined separately pursuant to the side letter on Incompletes in Appendix G.

C. Technical Qualifications for Course-Related Work

All Adjunct Faculty members are responsible for acquiring and maintaining the technical skills necessary for conducting Course-Related Work. The University shall offer resources where necessary, compensated as part of Course-Related Work.

D. Service-Learning (SL) Courses

In addition to the duties specified in “Course Related Work,” Adjunct Faculty members who have been assigned a Service-Learning Course pursuant to a Class Contract may also have the following duties that are encompassed within the per-unit payment for that course:

- Be familiar with Community Partners (CPs): Minimally, for a first semester teaching an SL designated course, faculty should review Community Partner information on GivePulse and be versed in opportunities for students, requirements, and time-frames. Faculty teaching consecutive semesters should introduce themselves to CP via email and, ideally, make at least one site visit, and build knowledge of the different CPs.
- Check GivePulse regularly for student progress with partners and to troubleshoot
- Implement appropriate SL mid-term/final evaluations
- Identify and help prep one or two students to present at the SL Symposium at the end of the semester (as appropriate)
- Submit SL final papers (electronically if possible) for May Assessment (fall and spring semesters)
- Attend at least one SL faculty lunch or other event/semester (schedule permitting)
- Participate in yearly SL assessment process (schedule permitting) if currently working under a Class Contract.

Payment under the Tier System shall be increased for Service-Learning Courses as follows:

<b>Adjunct Rate</b>	<b>SL Course</b>
\$525	1 section of SL course/semester
\$805	2 sections of SL course/semester



E. Amount of Compensation for Course-Related Work, SL Courses and Laboratories

Adjunct Faculty Members who teach on a per-unit basis shall receive the following minimum rates of compensation per unit for assignments as an instructor for a credit-bearing course or laboratory. Movement through the step system shall be based on total number of Dominican Points and satisfactory performance, as set forth in Article 13, *Performance Evaluation*. If an Adjunct is performing satisfactorily, they shall proceed through the system below in accordance with the number of points accumulated. If they are performing unsatisfactorily, then the provisions of Article 13, *Performance Evaluation*, shall be followed.

Range	Points	Step	Per Unit Compensation
Tier 1	0-25	1	Asst-2 \$1,949
Tier 2	26-50	2	Asst-4 \$2,074
Tier 3	51-74	3	Asst-6 \$2,201
Tier 4	75-100	4	Assoc-2 \$2,332
Tier 4	101-125	5	Assoc-4 \$2,460
Tier 4	126	6	Assoc-6 \$2,588
Tier 5	350 points or 20 academic years of service as an Adjunct and/or Full-Time Faculty Member at Dominican.	7	5% increase over the most recent pay rate earned.

The above rates shall be increased by the greater of:

- The amount necessary to comply with minimum pay rates established by Labor Code 515.7; or
- The amount necessary to maintain the linkage to the Full-Time Faculty pay. (The 2016-2019 CBA established that the pay for Adjunct Faculty Members would be linked to 80% of the Full-Time Faculty pay. The parties agree that if the Full-Time Faculty compensation increases during the life of this Agreement, then the above per-unit rates of pay would be increased in a percentage equal to the average percentage increase for Full-Time Faculty in that academic year.)

F. Timing and Hours of Work

Adjunct Faculty members shall conduct Course-Related Work during the dates specified in the Class Contract (generally not more than two workweeks prior to the start of the Academic Term and generally one week after the last day of the final exam period.) The end date specified in the Class Contract shall coincide with the final payroll date for that Class Contract.



Adjunct Faculty Members shall teach at their assigned class time. All other Course-Related Work shall be completed on a schedule established by the Adjunct Faculty Member. Adjunct Faculty members are responsible for managing their own time outside of their class schedule and other meetings required by the University.



## **ARTICLE 16 – SPECIAL COMPENSATION**

### **A. Compensation for Non-Course-Related Work**

Adjunct Faculty Members may perform tasks that are beyond the scope of their Course-Related Work (as defined in Article 15 – Compensation). The University will compensate them for those tasks as set below.

#### **1. Substitute Teaching**

An Adjunct Faculty member 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 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 writes a reference for a student who is no longer enrolled in a course taught by that Adjunct Faculty member, the Adjunct Faculty member will be paid \$35/hour, up to a maximum of two hours.

#### **3. First Reader of a Thesis or Portfolio Evaluation**

If, pursuant to the written approval of the Department Chair, an Adjunct Faculty member the First Reader of a Thesis or is asked to do a Portfolio Evaluation, and such work is beyond the scope of their Course-Related Work, the Adjunct Faculty member will be paid \$35/hour.

#### **4. Course Development**

When an Adjunct Faculty member, 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 will be paid \$35/hour.

#### **5. Attendance at University Activities**

Subject to prior written approval from their Dean, Adjunct Faculty will be paid \$35/hour, billable in quarter-hour increments with a two-hour minimum and a four-hour maximum, 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, although voluntary non-compensated attendance is welcomed;
- University committee meetings in which Adjunct Faculty are appointed or elected members.

6. Other Adjunct Faculty Work Required by the University

All group meetings held by Departments, Programs, or Schools that the Adjunct Faculty member is *required* to attend or training or meetings for labs and clinical classes beyond course-related work as defined in Article 15-B. This work shall be paid \$35/hour, billable in quarter-hour increments, with a two-hour minimum.

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.

This section does not apply to grievance-related meetings (unpaid), new hire orientations including the portion for union orientation (paid at the highest California municipal minimum wage then in effect), and trainings that are for federal and state compliance purposes (paid at the highest California municipal minimum wage then in effect) or performance meetings (included as part of Course-Related Work.)

7. Voluntary Service and Other Activities

Adjunct Faculty Members may voluntarily attend additional governance and faculty development activities if all of the following are true: 1) attendance is voluntary; 2) the meeting or training takes place outside the Adjunct Faculty Member's regular working hours; 3) the meeting or training is not directly related to the Adjunct Faculty Member's job; and 4) the Adjunct Faculty Member does not perform productive work during the meeting, or training. These activities are not compensable work. If one of these factors has not been met, then the activity should be compensable time under this article and written pre-approval obtained of the Chair or Program Director prior to engaging in the activity. Peer evaluations under Article 14 are not compensated under this article.

8. Reimbursement for Travel

Prior-approved traveling on behalf of the University: In addition to compensation for hours worked, Adjunct Faculty Members 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.



9. Physician's Assistant Studies Program

- i. Subjective, Objective, Assessment, and Plan (SOAP) notes review: \$50 per hour of work.
- ii. Venipuncture Lab assistance: Adjunct faculty who are also nurse practitioners (NP) or Pas will receive \$75 per hour of work.
- iii. Guest Lecturer: \$75 per hour of work for non-Medical Doctors and \$100 per hour of work for Medical Doctors.

B. Process of Submitting Requests for Special Compensation

Adjunct Faculty members must receive Chair's/supervisor's written approval for both the work and the number of hours to be paid *before* initiating the work.

C. Other Activities

If other activities arise during the course of this agreement that require non-course related compensation for bargaining unit work (i.e., work that requires the employee to be a member of the bargaining unit in order for there to be an assignment of that work), the parties will meet and confer (bargain) over the amount of compensation.



## **ARTICLE 17 – SEIU REPRESENTATIVES**

The University shall provide payment under this Article (to be allocated to Adjunct Faculty Members as the Union determines) for steward-related duties, labor-management committee related-duties, or other related labor relations or personnel administration duties related to the University's Adjunct Faculty members. Payment shall be up to \$10,500.00 per year of the Agreement. The parties agree that the payments made under this section shall not be considered hours worked pursuant to the California Labor Code because the Adjunct Faculty Members are not subject to the control of the University for activities occurring pursuant to this Article. At the conclusion of this Agreement any unused funds shall expire.



## **ARTICLE 18 – TUITION REMISSION PROGRAM**

- A. If an Adjunct Faculty member has taught at least one (1) credit-earning course in the last two (2) Academic Years, they will be entitled to participate in the University's Tuition Remission Program as follows:
  - 1. Adjunct Faculty may enroll in as many courses as they have taught within the last two years (eligible enrollment period)\*;
  - 2. Adjunct Faculty may enroll in no more than one credit-earning course per academic term;
  - 3. Adjunct Faculty 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 may select another course during their 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 2020. Earn 2 course enrollment courses. These may be used Fall 2020, Spring 2021, Summer 2021, Fall 2021, Spring 2022, Summer 2022 or Fall 2022.



## **ARTICLE 19 – HEALTH & WELFARE**

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

Adjunct Faculty members teaching 18 or more units per Academic Year or who are employed on average at least 30 hours per service 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 calculations and definitions used by the University for all participants. The University will provide this coverage in a manner that is consistent with that offered to all health benefits-eligible employees of the University and need not be bargain these changes with the Union provided that the changes apply to all eligible employees. Eligibility shall be designated at the outset of the appointment or via a lookback over a measurement period as follows:

#### **1. Appointment Eligibility**

If contracted for 18 or more units as of July 1 of a plan year, an Adjunct Faculty member shall be eligible for benefits for that plan year, consistent with the terms of the plan.

#### **2. Lookback Eligibility**

Adjunct Faculty members may also be eligible for benefits consistent with the terms of the plan, if they achieved 18 or more units per Academic Year during the University's Affordable Care Act lookback period then in effect.

### **B. Leaves of Absence**

The calculation of a Minimum Anticipated Course Load for an Adjunct Unit Faculty Member shall not be negatively impacted in any academic year in which there is a legally protected absence, such as for medical leave, family leave, workers' compensation or disability leave, or a leave of absence for comparable reasons, provided such leave has been approved by the Director of Human Resources.

Adjunct Faculty in Tier 3 or 4 may take up to one semester off for family leave, parental leave, or other medical leave without affecting their Minimum Anticipated Course Load or incumbency.

If an Adjunct Faculty member is participating in health benefits at the time of their leave, the University will maintain their health benefits for the duration of the leave, consistent with its health care plan and practices then in effect for all University employees.

### **C. Sick Leave**

Adjunct Faculty Members are eligible for both California Sick Leave ("regular paid sick leave") and COVID Paid Sick Leave.



- a. Adjunct Faculty Members will accrue and be eligible to use paid sick leave as follows:

**Amount & Use of Leave.** All current Adjunct Faculty shall receive paid sick leave per each University semester not to exceed two (2) instructional meetings for each course taught. Regular paid sick leave shall not be used in excess of 20% of any given class's instructional time.

*For example, an Adjunct Faculty member who is teaching two (2) courses for the University in a term would receive four (4) class meeting absences for that term. If a course meets ten (10) times, the Adjunct Faculty member could use two (2) of those absences for the course – not the four (4) absences for the same course.*

**Notice Requirements.** If the need for regular paid sick leave is foreseeable, the Adjunct Faculty member shall provide reasonable advance notification. If the need for regular paid sick leave is unforeseeable, the Adjunct Faculty member shall provide notice of the need for the leave as soon as practicable.

**Purpose.** Upon the oral or written request of an Adjunct Faculty member, the University shall provide regular paid sick days for the reasons set forth in the California Sick Leave Act.

The parties hereto agree to the fullest extent permitted, the Collective Bargaining Agreement shall operate to waive any and all provisions of any and all applicable municipal paid sick leave ordinances, including, but not limited to, those ordinances in effect in the Cities of San Francisco (San Francisco Administrative Code Chapter 12W), Berkeley (Berkeley Municipal Code, Chapter 13.100), Emeryville (Emeryville Municipal Code Section 5-37.03), and Oakland (Oakland Measure FF) and shall supersede and be considered to have fulfilled all requirements of said ordinances as presently written and/or amended during the life of this Collective Bargaining Agreement.

- b. COVID Paid Sick Leave shall be paid in accordance with the law. While the law is in effect, Adjunct Faculty Member shall be entitled to COVID Paid Sick Leave for each type of COVID-qualifying Sick Leave in an amount equal to the total number of hours the Adjunct Faculty Member is normally scheduled to teach over one week.

#### D. SF Health Care Security Ordinance

Any Adjunct Faculty member who is performing work in the City of San Francisco and who meets the eligibility requirements of the San Francisco Health Care Security Ordinance shall receive the health care expenditures required by the Ordinance. Adjunct Faculty Members who regularly work eight (8) hours per week in the City of San Francisco, including working at home, shall notify the Director of Human Resources of this fact upon receipt of their Course Contract.



## **ARTICLE 20 – PROCESSING OF UNEMPLOYMENT INSURANCE CLAIMS**

The University agrees that upon the end of a Class Contract and absent a reasonable assurance of future employment, Adjunct Faculty members 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 is not 'reasonable assurance' of employment.

Upon the end of Class Contract, 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 Class 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 21 – JUST CAUSE, DISCIPLINE, PERSONNEL FILES**

### A. Just Cause, Discipline & Discharge

Discipline and discharge of Adjunct Faculty 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 13, *Performance Evaluation*.

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.

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 may grieve discipline or discharge decisions through the provisions of Article 22, *Grievance and Arbitration*.

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.

Adjunct Faculty may request that a Union Steward or other representative designated by the Union be present at any meeting the Adjunct Faculty member believes could lead to discipline. Such a request shall not be denied unless it would unreasonably delay the interview.

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 their 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 10, *Tier System and Stability of Appointments* and shall not require just cause.

For purposes of this Agreement “discipline” shall not include performance evaluations as conducted in accordance with Article 13, *Performance Evaluation*.

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.

### B. Personnel Files

Adjunct Faculty 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.

Adjunct Faculty 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).

Adjunct Faculty have the right to respond in writing to any document that is placed in their files identified in the first paragraph of subsection B of this Article.



## **ARTICLE 22 – GRIEVANCE AND ARBITRATION**

### **A. General Provisions**

Unless explicitly excluded from this grievance procedure in this Agreement or a side letter thereto, for the purposes of this Collective Bargaining Agreement, a grievance is defined as any violation of Adjunct Faculty members' 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 3, *Non-Discrimination*. The University's determination shall be final and non-grievable.

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, Union representatives and University representatives.

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 is entitled to be present in all meetings with the Adjunct Faculty member with regards to a grievance filed under this article. A Union steward may also be present.
6. Grievances filed by the Union representative as well as grievances pertaining to the discharge or suspension of Adjunct Faculty 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.



## B. Grievance Procedures

Grievances will be processed as follows. Adjunct Faculty 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 shall present a grievance (not concerning suspension or discharge) orally to the immediate supervisor (department chair, associate dean or program director):
  - (i) within thirty (30) days following the act or omission known to an Adjunct Faculty Member giving rise to the grievance, or
  - (ii) within thirty (30) days after the date on which an aggrieved Adjunct Faculty member reasonably should have known of such act or omission if such action was not known at that time.

The above deadlines do not apply when the dispute arises from a facially erroneous Class Contract to the aggrieved Adjunct Faculty Member. These grievances shall be presented within fourteen (14) days following the issuance of a facially erroneous Class Contract to the aggrieved Adjunct Faculty member.

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 assigned representative.)

- 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. If the grievance is commencing at Step 2, the grievance shall be filed as follows:
  - (i) within thirty (30) days following the act or omission known to an Adjunct Faculty Member giving rise to the grievance, or



- (ii) within thirty (30) days after the date on which an aggrieved Adjunct Faculty member reasonably should have known of such act or omission if such action was not known at the time.

The above deadlines do not apply when the dispute arises from a facially erroneous Class Contract to the aggrieved Adjunct Faculty Member. These grievances shall be presented within fourteen (14) days following the issuance of a facially erroneous Class Contract to the aggrieved Adjunct Faculty member.

- 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 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 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 Union 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 attempt to 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 party that requested the arbitration will strike the first name (such that the final strike is made by the party that did not request arbitration). 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 requesting the arbitration panel, 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. The parties will mutually agree upon a date to begin arbitration, subject to the availability of the selected Arbitrator, and will make their best efforts to hold the arbitration within 90 days from the selected Arbitrator's confirmed acceptance of the grievance.
- 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 2, *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 must miss a class because they are required to attend an arbitration, there will be no loss of compensation from the University for that faculty member's missed scheduled class time on that date.



### **ARTICLE 23 – 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.

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 24 – WORKPLACE 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:

- The University shall provide Adjunct Faculty with safe working conditions and workplace protections that meet applicable OSHA CAL/OSHA, and public health agency 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.
- Adjunct Faculty members shall comply with all applicable state and federal laws and regulations regarding health and safety.
- The University shall maintain an adequate supply of N95 respirator masks for all Adjunct Faculty for use in the workplace, which shall be available whenever the AQI exceeds 200.



## **ARTICLE 25 – SCOPE OF AGREEMENT**

The 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 the 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 26 – 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 27 – TERM OF AGREEMENT**

This Agreement, which on its effective date replaces the 2019-2022 Collective Bargaining Agreement between the Parties, becomes effective July 1, 2022 and shall continue in full force and effect until June 30, 2023. This replacement Agreement shall not have retroactive effect except where the parties mutually agree pursuant to an implementation side letter.

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, 2023.

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 28 – POSITION POSTINGS AND PROMOTIONAL OPPORTUNITIES**

### **A. Vacant Adjunct Positions**

The University will provide the Union with electronic notification of any vacant Adjunct Faculty positions or unassigned courses for which it intends to hire Adjunct Faculty to teach.

For as long as reasonably necessary, the University shall implement general discipline-wide permanent postings for Adjunct Faculty in the Health Science programs (PA, NURS, and OT). Such postings shall be in the HR newsletter on the University's website and shall result in the creation of a permanent position posting pool. These permanent postings will not be course-specific. When new permanent postings are listed, the University shall provide the electronic notice to the Union within 48 hours of the posting going "live."

When considering hiring an outside candidate who responds to a permanent position posting, the University shall follow the Article 10 course assignment process for any unassigned courses, if applicable except that the one week deadline for acceptance of a course shall be two (2) business days from the date of the notification of the class assignment, if the notification is within three (3) weeks of the course starting. For avoidance of doubt, HR will collect the information about the external applicants and shall provide it to the Chair only if the step of the course assignment process that enables consideration of outside candidates is triggered.

### **B. Promotional Opportunities**

The University will post on its website and provide the Union with electronic notification of any vacant full-time and/or tenure track faculty positions. In the event that the University attempts to fill a vacant full-time faculty position or adds a full-time faculty position, an adjunct faculty member shall be given a preference in the hiring process: a guaranteed first round interview for every candidate that meets all of the minimum qualifications listed in the posted job advertisement.

### **C. Full-Time Term Faculty Positions**

When an Adjunct Faculty Member's course load includes the equivalent of teaching twenty-four units within a single Academic Year this shall trigger a review by the University by March 1, consistent with the factors set forth in 4.2.2 of the Faculty Handbook, as may be amended from time to time pursuant to shared governance. This review shall determine whether there is a need for the position to be converted to a Full-Time Term Faculty position for the following Academic Year(s) to be assigned to that Adjunct Faculty Member. If a change in a position occurs within a multi-year appointment, at the expiration of this Full-Time Term Faculty appointment they may return to their former status in the bargaining unit. Any courses taught during a Full-Time Term Faculty appointment will count towards the faculty member's incumbency and seniority.



## **ARTICLE 29 – ADJUNCT FACULTY EMERGENCY FUND**

In order to address emergency expenditures, the University will create a fund of \$20,000 per fiscal year for expenses incurred prior to end of the fiscal year. Notwithstanding the expiration of this Agreement, the University will pay out funds at the start of a new fiscal year for emergency expenses incurred during the previous fiscal year under this Agreement. Adjunct Faculty members shall be eligible to apply for reimbursement for unexpected emergency expenditures. 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.



### **ARTICLE 30 – SEVERANCE/LAYOFFS**

*The parties agree to the following terms, with implementation to be separately negotiated and reflected in a side letter:*

- The University agrees to an amount of \$480,484 for layoff related severance due to the curriculum revisions.
- Payments to be structured over 19-20, 20-21 (eligibility years) and 21-22 (a true-up year). The parties to negotiate the payment structure.
- Eligibility to be based on amount of workload loss in 19-20 and 20-21 and Dominican-only points. Must have worked 13 units and be non-probationary to be eligible.
- Comparison year to be 17-18.
- Cannot earn more than you would have earned in the recovery period as a result of the true up. If money left over in the pool, it can be used for faculty development for the unit.

(See: Appendix I.)



### **ARTICLE 31 – CONFIDENTIALITY**

Adjunct Faculty Members shall maintain confidentiality as required by the Employer while working remotely, including while engaging in preparation, grading, and other non-classroom work. These requirements include:

1. All University work shall be conducted on a secured (password protected) internet connection or hotspot.
2. Adjunct Faculty Members may access University systems online remotely, which the University shall maintain in accordance with industry standard security procedures.
3. All Adjunct Faculty Members shall follow current ITS guidance when utilizing third party software.

For avoidance of doubt, inadvertent disclosures (such as a family member walking through the background of a grade discussion) or privacy breaches beyond the Adjunct Faculty Member's control shall not be grounds for evaluation of performance or discipline.

This Article is not intended to confer the right to instruct remotely; rather it is to establish confidentiality expectations when working remotely. Unless otherwise explicitly directed by the University, all work conducted remotely is done so voluntarily. The University provides on campus: WI-FI, computer equipment and all necessary tools to perform work under this Agreement. If the University requires remote work as a result of a change in conditions (pandemic, wildfire, etc.) it will provide a Labor Code 2802 stipend consistent with past practice.



## Signature Page

The undersigned below hereby agree to the above terms.

SEIU, Local 1021

DOMINICAN UNIVERSITY OF  
CALIFORNIA

DocuSigned by:  
*Joel Evans-Fudem*  
03DBA348BAAB416...  
Joel Evans-Fudem  
Chief Negotiator

7/18/2022

Date

DocuSigned by:  
*Sister Aaron Winkelman*  
95711194862A4DE...  
Sister Aaron Winkelman  
Adjunct Representative

7/14/2022

Date

DocuSigned by:  
*Dan Carraher*  
8195E4DA9817482...  
Dan Carraher  
Adjunct Representative

7/19/2022

Date

DocuSigned by:  
*Mark McLister*  
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Mark McAlister  
Adjunct Representative

7/17/2022

Date

DocuSigned by:  
*Robin McCloskey*  
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Robin McCloskey  
Adjunct Representative

7/17/2022

Date

DocuSigned by:  
*David Canham*  
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David Canham  
Executive Director

7/13/2022

Date

DocuSigned by:  
*Andrea Zanetti*  
4D5ACBB0405B4F7...  
Andrea Zanetti  
Area Director

7/23/2022

Date

DocuSigned by:  
*Natasha Baker*  
18E9AD978FB44BF...  
Natasha Baker  
Chief Negotiator

7/13/2022

Date

DocuSigned by:  
*Mojgan Behmand*  
5C4BC56503E944E...  
Mojgan Behmand

7/13/2022

Date

DocuSigned by:  
*Carol Tucker*  
A883CBBE47E8438...  
Carol Tucker

7/13/2022

Date

DocuSigned by:  
*Andrew Shaw*  
865E5F6053BA47A...  
Andrew Shaw

7/13/2022

Date



# **APPENDIX A**



**Side Letter of Agreement  
Between SEIU, Local 1021 and Dominican University of California  
April 15, 2022**

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**ELECTIVE TRANSITION OF FULL-TIME FACULTY TO  
ADJUNCT FACULTY MEMBER STATUS**

SEIU Local 1021 (the "Union") and Dominican University of California (the "Employer") enter into this Side Letter and hereby agree to the following conditions regarding elective transitions from full-time faculty status to Adjunct Faculty member status, as the term is defined in Article 1 of the 2019-2022 Collective Bargaining Agreement (the Agreement):

1. Faculty Eligibility and Transition Procedure

- A) The provisions of this Side Letter shall become effective upon its execution and shall operate prospectively only.
- B) Current full-time faculty members who are not Adjunct Faculty members ("FT Faculty") are eligible to transition to Adjunct Faculty member status consistent with the terms of this Side Letter if they are in good standing (retiring, voluntarily resigning, not the subject of a current investigation or disciplinary proceeding that has specified procedures and timelines, including the termination of tenure for cause) and either:
  - (i) Have taught as a FT Faculty member at Employer (or as a FT Faculty member in a program acquired by the Employer) for at least three years, or
  - ii) Prior to holding FT Faculty status, held Adjunct Faculty member status at the Employer within the past five years.
- C) All FT Faculty who notified the Employer of their intention to retire following the Spring 2020 semester, shall be notified by Employer that they may, at their option, rescind their notice of retirement and transition to Adjunct Faculty member status pursuant to the terms of this Side Letter.
- D) In order to transition to Adjunct Faculty member status, FT Faculty must submit a written request indicating their intent to transition to Adjunct Faculty member status to the FT Faculty member's Department Chair or Dean. All such requests must be submitted prior to expiration of the faculty member's contract then in effect. The Employer shall approve timely requests submitted pursuant to this Side Letter by eligible faculty as an administrative matter. The only grounds for rejecting such requests shall be that the faculty member submitting the request is not eligible or that the request was untimely. FT Faculty who transition to Adjunct Faculty member status in a manner other than that provided for in this Side Letter shall not be subject to the provisions of this Side Letter and would be treated as new unit members.



**Side Letter of Agreement  
Between SEIU, Local 1021 and Dominican University of California  
April 15, 2022**

2. Rights and Responsibilities of Faculty Following Transition to Adjunct Faculty Member Status

- A) Any FT Faculty member who transitions to Adjunct Faculty member status pursuant to the terms of this Side Letter shall be assigned a Minimum Anticipated Course Load (MACL) of three units for the first academic year in which they hold Adjunct Faculty member status. After completion of the first year as an Adjunct Faculty member, the Adjunct Faculty member's MACL shall be determined by the courses they taught for Employer as an Adjunct Faculty member only. Courses taught while holding FT Faculty status shall have not be included in the MACL calculation.

In the first academic year following the former FT faculty member's transition to Adjunct status, they will be considered to be in the hiring pool for any one class (three units or more). Once in that hiring pool, the faculty member may be offered this class based on qualifications, seniority, and incumbency.

- B) If a FT faculty member transitions to Adjunct status at the end of an academic year, the above process applies to the following academic year (fall and spring)—despite the fact that the faculty member will not have participated in the January course preference survey. If a FT faculty member transitions to Adjunct status during the academic year (for instance, at the start of the spring semester), the above process may apply to the following semester OR to the following academic year, but not both. That decision will be made by the Chair or supervisor in discussion with the faculty member.

After this process has been followed once, the former FT faculty member will be assigned classes by the same processes and priorities as any other member of the collective bargaining unit (as specified in Article 10C). After they have taught their first class as an Adjunct faculty member, their Minimum Anticipated Course Load will be calculated based only on units taught since becoming an Adjunct faculty member, but their seniority and incumbency will take into account all of their teaching history.

- C) Seniority for FT Faculty who transition to Adjunct Faculty member status pursuant to the terms of this Side Letter shall be determined by the total number of Dominican Points earned pursuant to Article 10 of the Agreement, without regard to the faculty member's status (FT Faculty or Adjunct Faculty member) at the time the Dominican Points were earned.



D) Any FT Faculty member who transitions to Adjunct Faculty member status pursuant to the terms of this Side Letter shall not be subject to the probationary period set forth in Article 10 of the Agreement. E) FT Faculty who transition to Adjunct Faculty member status pursuant to the terms of this Side Letter will cease to be Dominican employees if they do not teach any courses for Employer for three years after leaving FT Faculty status AND are not projected/scheduled to teach any classes in the 1-year look-forward.

**FOR DOMINICAN UNIVERSITY OF CALIFORNIA:**

03DB7  
Name

Date \_\_\_\_\_

Name

Date \_\_\_\_\_



# **APPENDIX B**



**Side Letter of Agreement  
Between SEIU, Local 1021 and Dominican University of California  
December 10, 2021**


**Side Letter of Agreement  
(Orbis Adjunct Faculty Hires)**

Dominican University of California ("the University") and SEIU, Local 1021 ("the Union") enter into this Side Letter and agree to the following conditions regarding the University's Accelerated Bachelor of Science in Nursing ("ABSN") program.


1. The University is entering into a contract with Orbis, Inc. for the purpose of offering an ABSN program at facilities overseen by the University in California.
2. The University will need to hire adjunct faculty members to instruct in the ABSN program at site locations in California.
3. The Union and University ("the Parties") agree that the adjunct faculty members in the ABSN program constitute "unit employees" as defined in Article 1(B)(1) in the Parties' existing Collective Bargaining Agreement ("CBA").
4. The Parties further agree that the ABSN program constitutes a "[s]ite and clinical placement" under Article 10, Section C, Subsection 3 of the CBA and is exempt from the course assignment process set forth in Article 10, Section C, Subsection 3.

Upon execution of this Side Letter and the contract with Orbis, Inc. the Parties to this Side Letter shall agree upon a mutual outreach and notification process for these new Unit Members.

**FOR SEIU LOCAL 1021:**

Name:   
03DBA348BAAB416...  
Date: 12/13/2021

**FOR DOMINICAN UNIVERSITY OF CALIFORNIA:**

Name:   
5C4BC56503E944E...  
Date: 12/13/2021



# APPENDIX C



**Side Letter of Agreement  
Between SEIU, Local 1021 and Dominican University of California  
March 18, 2022**

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**Assignment of Mentorship Courses in the MFA Program**

- *Article 10C(1) of the 2019-2022 CBA sets forth the process for assigning courses and is based on principles of seniority and job security.*
  - *The University's low-residency MFA program was developed after this Article 10C(1) was negotiated. The program seeks to rotate assigned faculty members as writing mentors with students based on the pedagogical goals of the program and the writing genre interests of the students. Presently there are 4-5 writing mentors. As currently structured, the program director will arrange writing mentors so that faculty have a group of no more than five students to mentor for the semester. The program desires to have instructors rotate so that they teach as core faculty in the writing mentor course approximately every third semester.*
  - *To balance the course assignment process in Article 10 that does not contemplate rotation and the desired matching process that incorporates rotation while preserving job security, the parties have agreed to the following process for assigning writing mentors in the University's low-residency MFA program, excluding Residency courses (50-XX). This course assignment process would take place outside of the January course posting process and would instead occur in advance of the term, once enrollment for the term is reasonably known.*
1. **Visiting Writing Mentors.** *Each term, one assignment will be reserved for a visiting writing mentor who has not previously taught in the MFA program at Dominican. Visiting Writing Mentors may be designated as "Visiting" for a maximum of one term. Thereafter, if they are assigned as a writing mentor, they would be designated as a Recurring Writing Mentor and receive course assignments as set forth below. This will allow for a new visiting writer to teach in the program each term.*
  2. **Recurring Writing Mentors.** *The remaining writing mentor course assignments will be assigned based on the current CBA for qualifications (except for the requirement in 10C(1)(i) that they have taught the course previously). For the purposes of these writing mentor course assignments only, qualified shall mean that the adjunct faculty member who is seeking assignments as a Recurring Writing Mentor has not previously served as a writing mentor for the MFA students who are anticipated to be enrolled in that writing mentor course. If an adjunct faculty member who is seeking assignments as a Recurring Writing Mentor is not qualified because they have previously taught the students in the writing mentor course, they may be assigned if their area of genre expertise is necessary to meet student needs.*

**FOR SEIU, LOCAL 1021:**

*Joel Evans-Fudem*

Name

*3/21/2022*

Date

**FOR DOMINICAN UNIVERSITY OF CALIFORNIA:**

*Morgan Belmand*

Name

*3/18/2022*

Date



# **APPENDIX D**



**Side Letter of Agreement**

**Between SEIU, Local 1021 and Dominican University of California**

**Procedure for Recognition of Outside Teaching Experience**

This Side Letter sets forth the procedure by which the University will award Dominican Points to newly hired Adjunct Faculty members in recognition of professional instructional experience at another institution ("External Teaching Experience"). This does not include instructional experience earned as part of a graduate degree program. Anything not specifically referenced in this Side Letter will be handled according to the Collective Bargaining Agreement between the University and the Union. The parties agree as follows:

1. No Dominican Points will be awarded in recognition of External Teaching Experience except as set forth in this Side Letter and the Collective Bargaining Agreement between the University and the Union.
2. The University will award Dominican Points in recognition of External Teaching Experience only upon receipt of official documentation substantiating the External Teaching Experience from the other institution. Acceptable forms of documentation include direct written confirmation of the External Teaching Experience from the other institution. The University may, at its sole discretion, accept other forms of documentation, such as syllabi.
3. Newly hired Adjunct Faculty members must submit requests, along with substantiating documentation, for Dominican Points in recognition of External Teaching Experience within the first six months of their official date of hire. If substantiating documentation is not available within the first six months of hire, the Adjunct Faculty member may submit documentation of their having requested such documentation from the other institution.
4. Once the University has received satisfactory documentation of the External Teaching Experience, the Adjunct Faculty member will be awarded Dominican Points pursuant to the Collective Bargaining Agreement between the parties.
5. When the awarded Points raise the newly hired Adjunct Faculty members to a higher tier on the compensation table, the Adjunct Faculty members receive the higher pay rate retroactive back to the beginning of the then current semester.
6. Dominican Points awarded to newly hired Adjunct Faculty members become effective for seniority in the semester following the one in which they are awarded.
7. Adjunct Faculty members may not request Dominican Points in recognition of External Teaching Experience once the initial six month submission period has expired.

ACCEPTED AND AGREED

**FOR SEIU LOCAL 1021:**

DocuSigned by:  
Name: Joel Evans-Fudem  
03DBA348BAAB416...

Date: 12/28/2020

**FOR DOMINICAN UNIVERSITY OF CALIFORNIA:**

DocuSigned by:  
Name: Nicola Pitchford  
B02447831D434FA...

Date: 12/29/2020



# APPENDIX E



CHAIR'S OBSERVATION REPORT FORM

Peer Observer: \_\_\_\_\_

Candidate: \_\_\_\_\_

Course: \_\_\_\_\_

Date of Observation: \_\_\_\_\_

*Please support comments with specific examples and attach relevant documents.*

**1. Intellectual command of the subject matter.**

**2. Ability to provoke and broaden student interest in the subject matter, hold attention, use relevant examples, exhibit patience with questions.**

**3. Sensitive to group dynamics/class participation.**

**4. Clarity of course syllabus and materials.**

**5. Other (aspects of teaching that the candidate specifically asked to be evaluated): list them:**

\_\_\_\_\_  
Peer Observer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Candidate's Signature

\_\_\_\_\_  
Date



# **APPENDIX F**



## **Appendix F: Article 14 Peer Feedback Support Documents**

- I. Peer-feedback procedure
- II. Adjunct Faculty Self-Assessment Form
- III. Adjunct Faculty Peer Feedback Form

### **I. Peer Feedback Procedure**

- A. The Adjunct Faculty member receiving a Peer Feedback will complete an Adjunct Faculty Self-Assessment Form;
- B. The Adjunct Faculty member providing Peer Feedback will do the following:
  - 1. Review the class syllabus of their Adjunct Faculty member colleague;
  - 2. Review the Adjunct Faculty member's Self-Assessment form;
  - 3. Attend at least one class approved by the Adjunct Faculty member requesting the Peer Feedback;
  - 4. Complete an Adjunct Faculty Peer Feedback Form including an overview of the Adjunct Faculty member receiving peer feedback, achievements, suggestions for improvement(s) with recommendations, and a summary;
  - 5. Meet in person with the Adjunct Faculty member receiving the peer feedback to discuss the Adjunct Faculty Peer Feedback Form.
- C. The Adjunct Faculty member 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 receiving the peer feedback may choose to file all forms in their personnel file.



**II. Adjunct Faculty Self-Assessment Form**  
**Page 1 of 2**

**NAME:**

**PERIOD COVERED:**

**CLASS:**

**TODAY'S DATE:**

**Department Chair and/or School Dean:**

This form gives you the opportunity to describe those items you would like to discuss during your peer feedback. Complete those sections that you feel are appropriate and provide a copy to your colleague who will be providing your peer feedback (before the peer feedback starts).

1. **What do you consider to be your most important achievements of the past year?**
  
  
  
  
  
  
  
  
  
  
2. **What have you done recently to further your professional development? Include any updated skills. Is Dominican fully using your strengths?**
  
  
  
  
  
  
  
  
  
  
3. **What elements of your teaching do you find most challenging?**
  
  
  
  
  
  
  
  
  
  
4. **What things could you do better, and how can the University participate in making them happen?**



**II. Adjunct Faculty 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 Peer Feedback Form Page 1 of 2

*To be completed by the Adjunct Faculty member providing peer feedback.*

**For:** \_\_\_\_\_  
(Name of Adjunct Faculty member  
receiving a Peer Feedback)

\_\_\_\_\_  
(Signature)

**By:** \_\_\_\_\_  
(Name of Adjunct Faculty member  
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 Self-Assessment Form.
- \_\_\_ Attend at least one class. Date(s): \_\_\_\_\_
- \_\_\_ Complete this form.
- \_\_\_ Meet with the Adjunct Faculty member to go over this completed form personally.

The Adjunct Faculty member receiving the Peer Feedback may submit this form, its attachments, and any others to be kept in their personnel file, if desired.

**Response by Adjunct Faculty member 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 Peer Feedback Form**  
**Page 2 of 2**

**Achievements**

**Improvement**

**Summary**



# **APPENDIX G**



**Side Letter of Agreement****Between SEIU, Local 1021 and Dominican University of California****Compensation for Resolution of Incomplete Grades**

This Side Letter sets forth the procedure by which the Adjunct Faculty members are compensated for Incomplete grades pursuant to Article 15(b) of the 2019-2022 Collective Bargaining Agreement. Anything not specifically referenced in this Side Letter will be handled according to the 2019-2022 Collective Bargaining Agreement between the University and the Union. The parties agree as follows:

1. Compensation - Adjunct Faculty members resolving Incompletes will receive compensation at the rate of \$35/hour with a two-hour minimum.
2. Written permission – An Adjunct Faculty member must receive written approval from the member's appropriate supervisor for the estimate of the number of hours required to interact with the student and assess the work to be completed—as stated on the Incomplete Request Form. If the number of hours needed exceeds the original estimate, the member must receive further written approval for the additional hours.
3. Notification – No later than five working days after the due date for the student work to be completed—generally May 1 for a Fall course or Dec. 1 for a spring or summer course--the Adjunct faculty member will communicate in writing to the supervisor that the student work has or has not been completed and that, in the former case, the member has turned in a grade to the Registrar's Office.
4. Payment – Payment will be made to the Adjunct faculty member for the approved hours by the second pay period after submitting the required written information to the supervisor.

**FOR SEIU LOCAL 1021:**

DocuSigned by:  
Name: Joel Evans-Funder  
03DBA348BAAB416...

Date: 12/28/2020

**FOR DOMINICAN UNIVERSITY OF CALIFORNIA:**

DocuSigned by:  
Name: Meola Pitchford  
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Date: 12/29/2020



# **APPENDIX H**



## **Appendix H: Policy on Length of Being an Adjunct**

1. The duration of an Adjunct's appointment, as outlined in the Letter of Appointment, is dependent on the number of points the Adjunct has on the Tier and Step Table, whereas the minimum anticipated course unit load is dependent on the 3-year look-back average of units taught.
2. Each year the updated Letter of Appointment reflects the new salary Tier (effective summer term), the recalculated 3-year look-back average minimum anticipated course unit load, and what year the Adjunct is in of the 2- or 3-year appointment (e.g., year 1 of 1 is a standalone; year 1 or 2 of 2; year 1, 2, or 3 of 3).
3. An Adjunct, because of seniority points, could have a 2- or 3-year Letter of Appointment at the same time as having a zero (0.00) minimum anticipated course unit load, due to the 3- year look-back process.
4. Summer leads the academic year for the purpose of the Letter of Appointment, meaning that the full-year cycle covered in the Letter is summer, fall, and spring in that order.
5. Summer minimum anticipated course unit load is calculated and tracked separately from the academic year minimum anticipated course unit load (fall and spring).
6. An Adjunct ceases to be a Dominican employee when the term of appointment indicated in the Letter of Appointment expires (at the end of the spring term of the 1-, 2-, or 3-year appointment) AND the Adjunct has a minimum anticipated course unit load of zero (0.00) for summer and the academic year (fall and spring) of the current year AND the Adjunct is not projected/scheduled to teach any classes in the 1-year look-forward.
7. An Adjunct also ceases to be a Dominican employee when the Adjunct submits a formal resignation in writing, which implies the choice to separate from the University; or when the Adjunct is discharged, as defined in Article 21 of the CBA.

Point #6 above reflects that an Adjunct could be in the terminal year of a 2- or 3-year Letter of Appointment (e.g., year 2 of 2 or year 3 of 3) AND have a minimum anticipated course unit load of zero (0.00) for summer and the academic year (fall and spring) of the current year BUT in January participate in the Adjunct Course Survey Preference Tool. IF an Adjunct is then assigned classes for the year looking forward, the Adjunct would remain on Dominican's employment rolls and be issued another Letter of Appointment to be effective at the end of the existing (and soon to be terminal) Letter of Appointment.



# **APPENDIX I**



**Side Letter of Agreement  
Between SEIU, Local 1021 and Dominican University of California**

**Implementation of Article 30 Severance Pay**

To implement the terms of Article 30 of the 2019-2022 Collective Bargaining Agreement ("Agreement") between Dominican University of California ("the University") and SEIU, Local 1021 ("the Union"), the parties agree as follows:

Pursuant to Article 30 of the Agreement, the University has agreed to create severance fund in the amount of \$480,484. The severance fund shall be used to fund severance payments to eligible adjunct faculty members who have experienced a loss of teaching units due to the curriculum revisions undertaken by the University, with a goal of having an equitable distribution formula.

The payments from the fund shall be administered over the life of the Agreement: 19-20, 20-21 (eligibility years) and 21-22 (a true-up year).

An adjunct faculty member shall be eligible to apply for severance recovery if:

- They have worked 13 teaching units at the University and are non-probationary;
- They had teaching units in the comparison year of 2017-2018; and
- They were assigned reduced units in 2019-2020 or 2020-2021, as compared to 2017-2018 due to curriculum revisions.

Upon meeting the eligibility threshold, the amount of recovery shall be calculated based on amount of workload units lost in 19-20 and 20-21, as compared to 2017-2018 assigned unit levels. Payment based on this calculation is subject to the number of applications for severance payments received from all adjunct faculty members. An adjunct faculty member's severance recovery shall be capped at: (per unit rate for the year of loss) x (number of units lost in the year of loss).

Adjuncts who receive severance payments will remain members of the bargaining unit for three years from the date of the last payment and are therefore eligible to bid on courses in accordance with Article 10. The parties do not intend for the severance payment to function as a separation of employment.

The parties agree that, if after having administered this process, there is money left over in the severance fund after 21-22, it can be used for faculty development for the unit, subject to the procedures for faculty development set forth in Article 12 of the Agreement.

**FOR SEIU LOCAL 1021:**

DocuSigned by:  
Name: Joel Evans-Judem  
03DBA348BAAB416...

Date: 12/28/2020

4816-8666-6965, v. 1

**FOR DOMINICAN UNIVERSITY OF CALIFORNIA:**

DocuSigned by:  
Name: Nicola Pitchford  
B02447831D434FA...

Date: 12/29/2020



# **APPENDIX J**



The University and Union agree that the August 24, 2021 and July 1, 2021 Side Letters re: Out-of-State Faculty remain in full force and effect throughout the extended term of this Agreement.



## Supplemental Information - not part of the 2022-2023 Collective Bargaining Agreement.

## Seniority Flowchart for Classes with Incumbent Adjuncts in the Hiring Pool

